	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/00CN/MRA/2026/0034**
Property	**73 Wheatmoor Road, Sutton Coldfield, Birmingham, B75 7JS**
Tenant	**Elina Petrova**
Tenant's Representative	**N/A**
Landlord	**Lucie Taylor** **Craig Taylor**
Landlord's Address	**8 Hillwood Road, Sutton Coldfield, Birmingham, B75 5QL**
Landlord's Representative	**Sharon McEvoy, Hunters Estate Agents, Sutton Coldfield**
Date of Application	**8 July 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Banks** **Tribunal Member A Churchill BSc MRICS**
Date of Decision	**23 October 2026**

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REASONS FOR THE DECISION

Background

1. On 28 May 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,075 per calendar month (pcm) in place of the existing rent of £930 pcm to take effect from 27 July 2026.

2. On 8 July 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

3. The tenancy commenced on 27 May 2025. The rental period is monthly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. In their application form, the Tenant contends that the section 13 notice is invalid for three principal reasons.

5. First, she submits that the notice fails to identify the Landlords named in her tenancy agreement, namely Lucie Taylor and Craig Taylor. Instead, the notice identifies Hunters Estate Agents, whom the Tenant states are merely the letting agents and not the Landlords. The Tenant states that her tenancy agreement records only the Landlords' postal address and that she does not possess their email addresses or telephone numbers.

6. Secondly, the Tenant argues that the notice did not provide the statutory minimum of two months' notice. She states that the paper Form 4A was hand-delivered through her letterbox on 28 May 2026 at approximately 5.28 pm. The notice stated that the proposed rent increase would take effect on 27 July 2026. The Tenant submits that this did not provide the required minimum notice period. She further notes that the paper notice contains a handwritten amendment changing the effective date from what appears to have been 30 July 2026 to 27 July 2026. She relies on an email sent by Ellie Leaver on 28 May 2026 informing her that the rent would increase from 27 July 2026 and requesting that she amend her standing order accordingly. The Tenant subsequently raised her concerns regarding the notice period on 3 July 2026. In response, Sharon McEvoy, the Lettings Manager, stated on 4 July 2026 that the Tenant could begin paying the increased rent from August "in line with full 2 months" notice and added that the Landlord required the increase or might otherwise consider selling the property. The Tenant contends that this response amounted to an acknowledgment that the requisite notice period had not been provided.

7. Thirdly, the Tenant submits that the effective date of the proposed rent increase is uncertain. On 6 July 2026, Ellie Leaver emailed the Tenant stating that the notice had been served on 28 May 2026 and that this provided two months' notice for the rent to increase on 30 July 2026, attaching a PDF version of the notice showing an effective date of 30 July 2026. The Tenant points to the discrepancy between the paper notice, which showed a handwritten amendment to 27 July 2026, and the later PDF version, which referred to 30 July 2026. She also relies on the subsequent email from Sharon McEvoy indicating that the increase could be paid from August. The Tenant submits that these inconsistencies have left her uncertain as to the date on which the proposed rent increase was intended to take effect.

8. Accordingly, the Tenant maintains that she has not been served with a valid section 13 notice and that her lawful rent remains £930 per calendar month unless and until a valid notice is served.

9. In response, the Landlord has accepted that the Notice was invalid as it did not allow the statutory minimum of two months' notice.

10. Given that it is not disputed that the section 13 Notice was invalid the Tribunal is not satisfied that its jurisdiction under section 14 has been engaged. Rule 9(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 provides that the Tribunal must strike out proceedings if it does not have jurisdiction in relation to them.

11. Accordingly, the Tribunal hereby strikes out these proceedings under rule 9(2). The Tribunal will now close its file in this matter.

APPEAL PROVISIONS

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.