	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00HB/MRA/2026/0073
Property	Flat 1, 442 Fishponds road, Bristol, BS16 3DU
Tenant	Edyta Mitrega
Tenant's Representative	
Landlord	Ronald Morrison
Landlord's Address	4, Stapleton Close, Stapleton, Bristol, BS16 1AX
Landlord's Representative	
Date of Application	13 August 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge Bowden Tribunal Member Mr Hetherton MRICS IRRV (Hons)
Date of Decision	09 November 2026
Rent Determined	N/A
Date of Valuation	05 November 2026
Date the new rent takes effect	N/A

REASONS FOR THE DECISION

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Background

1. On 15 June 2026, the purported Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £950 pcm in place of the existing rent of £700 per calendar month (pcm) to take effect from 15 August 2026.

2. On 13 August 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent. The Tenant's referral was received by the Tribunal on the same date.

3. The assured shorthold tenancy commenced on 30 May 2008, according to the purported Landlord's MR2 continuation sheet for a term of six months. The rental period is monthly. Following the amendments introduced by the Renters' Reform Act 2025, the tenancy became a periodic assured tenancy with a monthly rent period (Housing Act 1988, s. 4A).

4. The 2009 tenancy agreement names Mrs R Morrison as landlord. The Tribunal notes various documents within the bundle, including gas safety correspondence, referring to Ripley Morrison in connection with the Property. The Tribunal therefore finds it more likely than not that the 'Mrs R Morrison' named in the 2009 tenancy agreement is Ripley Morrison

5. The Tenant says the tenancy started on 30 May 2009 and includes a tenancy agreement dated 30 May 2009 for six months. The 2009 agreement named Mrs R Morrison as the landlord.

6. The purported Landlord, in his MR2, refers to a 'Tenancy Agreement/ Contract: 1st April 2017'. On his continuation sheet, he refers to the most recent increase as being 01 April, £770, and there being a signed contract. He goes on to say, "The contract, signed by the tenant on 22nd March 2017, stated that: RENT: £770 (Seven hundred and Pounds) per calendar month)." There is no signed 2017 agreement in the bundle, and the Tenant does not accept that there is a 2017 agreement.

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

7. In their application form, the Tenant has indicated that they consider the Landlord's notice to be invalid for the following reasons:

    a. Incomplete Document: The statutory Form 4A notice handed to me is physically missing Pages 1 and 2 (Sections 1, 2, and 3) entirely. Only Pages 3 through 9 were provided, meaning the document lacks any legal landlord details, Tenant details, or property information.

b. Blank Sections: Mandatory sections 4.1, 4.2, and 4.3 on the form have been left completely blank by the person who served it.

c. Illegal Date Alteration: The notice unlawfully attempts to change my long-standing rental payment date. My tenancy period runs from the 30th of each month, but the notice incorrectly attempts to bring this forward to the 18th of the month.

d. Insufficient Notice Period: The notice was handed to me in person on 15 June for a proposed start date of 15 August, which falls short of the strict, mandatory minimum two-month notice period required by law.

8. In response, the Landlord has stated that they consider the notice valid because

> *All pages of Form 4A were handed to the tenant (please refer to a copy of the 4A document attached. The tenant was right to state that: 4.2 and 4.3 of the 4A Form were left blank. However, the current (4.1), wasn't left blank, with £700 per calendar month inserted*
>
> *Page 3/8: Tenant quoted: Unlawfully attempts to change to change long-standing payment date.*
>
> *The contract, signed by the tenant on 22nd March 2017, stated that: RENT: £770 (Seven hundred and Pounds) per calendar month).*
>
> *"The notice was handed to me in person on 15 June for a proposed start date of 15 August, which falls short of the strict , mandatory minimum two-months period required by law."*
>
> *The two-months period between the notice being served and the new rent being paid, as I understand, is legally-binding.*

Determination as to the validity of the Notice of Increase

9. The Tenant challenged the legal validity of the purported s13 notice, and the Tribunal has therefore considered its legal validity.

The Law

10. The Housing Act 1988 s13 says:

> *13.—Increases of rent under assured tenancies other than relevant low-cost tenancies*

(1) This section applies to any assured tenancy other than a relevant low-cost tenancy.

(2) For the purpose of securing an increase in the rent under a tenancy to which this section applies, the landlord may serve on the tenant a notice in the prescribed form proposing a new rent to take effect at the beginning of a new period of the tenancy specified in the notice, being a period beginning not earlier than—

(a) two months[3] after the date of the service of the notice; and

(b) either

(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the first period of the tenancy began; or

(ii) in any other case, on the date that falls 52 weeks after the date on which the first period of the tenancy began; and

(c) if the rent under the tenancy has previously been increased by virtue of a notice under this subsection or a determination under section 14[below, either

(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the increased rent took effect;[or][9]

(ii) in any other case, the appropriate date.

11. The Tribunal has the power to determine the validity of a notice.

13B Challenge to validity of notice to increase rent

Where a tenant under an assured tenancy makes an application to the appropriate tribunal, the tribunal may determine whether a notice served on the tenant under section 13(2) or 13A(2) is valid.

12. Landlord is defined as

45.— Interpretation of Part I.

"landlord" includes any person from time to time deriving title under the original landlord and also includes, in relation to a dwelling-house, any person other than a tenant who is, or but for the existence of

an assured tenancy would be, entitled to possession of the dwelling-house;

13. The requirements of the notice are:

a. To be served by the landlord as defined by s45

b. A notice in the prescribed form (Form 4A in this case)

c. proposing a new rent

d. the new rent to take effect at the beginning of a new period of the tenancy specified in the notice, being a period beginning not earlier than earlier than two months after the date of the service of the notice.

14. In the case of Zoan v Rouamba [2000] 1 W.L.R. 1509 confirms the courts have since 1840 held that where an action must be done no later than a period "after" or "from" a particular date or event, the first day is excluded.

> *23). Where, under some legislative provision, an act is required to be done within a fixed period of time "beginning with" or "from" a specified day it is a question of construction whether the specified day itself is to be included in, or excluded from, that period. Where the period within which the act is to be done is expressed to be a number of days, months or years from or after a specified day, the courts have held, consistently since Young v Higgon (1840) 6 M&W 49 , that the specified day is excluded from the period; that is to say, that the period commences on the day after the specified day. Examples of such an "exclusive" construction are found in The Goldsmith's Company v The West Metropolitan Railway Company [1904] 1 KB 1 ("the powers of the company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act") and in In re Lympe Investments Ltd [1972] 1 WLR 523 ("the company has for three weeks thereafter neglected to pay"). In Stewart v Chapman [1951] 2 KB 792 ("a person ... shall not be convicted unless ... within fourteen days of the commission of the offence a summons for the offence was served on him") Lord Goddard, Chief Justice, observed, at pages 78–9, that it was well established that "whatever the expression used" the day from which the period of time was to be reckoned was to be excluded.*

Consideration

15. Considering the Tenant's challenges in turn:

    a. Incomplete Document: this is a factual dispute that is hard to resolve without hearing from the parties. The Tribunal notes that the letter from the purported Landlord dated 19 June 2026 does not mention the Tenant stating they received an incomplete notice.

    b. Blank Sections: There are blank sections: the notice does not include the current rent, the proposed rent and the start date. The information that s13 requires is present.

    c. Date Alteration: The notice does state that the proposed start date is 15 August 2026; this date is incorrect when looking at either the 2008 (30th) or the 2017 (1st).

    d. Insufficient Notice Period: both agree that the notice was personally served on the Tenant on 15 June 2026. The proposed start date is 15 August 2026.

16. The Tenant did not raise the point, but there is a potential issue with the documents. The purported landlord is Ronald Morrison. The landlord referred to the 2008 agreement as the start of the tenancy; in the 2008 agreement, Mrs R Morrison is the landlord. A signed 2017 agreement refers to Mr R Morrison as the Landlord.

17. Findings:

    a. On the balance of probabilities, it is more likely than not that the purported landlord provided the complete document. This is because it would have been obvious to the Tenant and obvious for them to tell the Landlord, and obvious for the purported Landlord to record in the 19 June 2026 letter.

    b. Although some boxes were left blank, the Tribunal is satisfied that the notice contained the information necessary to identify the existing rent, proposed rent and proposed commencement date. The omissions did not invalidate the notice

    c. The proposed start date is wrong regardless of whether the 2008 or 2017 agreement is used.

    d. The notice period is not the full two months; the rent cannot take effect until two months after the date of the service of notice. This is 16 August 2026; the notice states it is to take effect on 15 August 2026.

Decision

18. The Tribunal found that the notice is invalid because

    a. The proposed start date is wrong and does not align with a new period of rent.

    b. The proposed start date is earlier than two months from the date of the service of the notice.

19. Therefore, the Tribunal makes no determination of the market rent, as there is no valid notice.

20. Given the Tribunal's findings on the commencement date and notice period, it is unnecessary to determine whether Ronald Morrison had established that he was the landlord for the purposes of s45. In the event that a new Form 4A is served, the Tribunal would benefit from a clear explanation of who the landlord is and why.

Name: Tribunal Judge Bowden Date: 09 November 2026

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.