	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00HB/MRA/2026/0076
Property	Flat 2, 442 Fishponds Road Fishponds, Bristol, BS16 3DU
Tenant	Brian Kitson
Tenant's Representative	
Landlord	Ronald Morrison
Landlord's Address	4 Stapleton Close, Stapleton, Bristol, BS16 1AX,
Landlord's Representative	
Date of Application	12 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

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REASONS FOR THE DECISION

Background

1. On 15 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £975 in place of the existing rent of £775 per calendar month (pcm) to take effect from 15 August 2026.

2. On 12 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 it was referred.

3. The assured shorthold tenancy commenced on 28 April 2012 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).

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

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

    a. On their MR1, the tenant stated that he relied on the date being incorrect and the notice was insufficient. He said that the letter with the proposed increase was hand-delivered on the 15 June 2026 and is, therefore, not enough notice for the rent to increase on 15/08/26.

    b. In his MR3, the Tenant stated that his original tenancy agreement was with Ripley Morrison, not Ronald Morrison. The Tenant said that he was informed by text, in March 2025, that rent payments were to be made to Mr Morrison. He says that the tenancy agreement dated 2017, provided by the purported landlord with his MR2, is unsigned, as the Tenant has never received it.

5. In response, the Landlord has stated that they consider the notice valid because The notice was given to the tenant on 15 June 2026, 2 months prior to the proposed rent increase on 15 August 2026.

Determination as to the validity of the Notice of Increase

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

The Law

7. 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;*
> >
> > *(ii) in any other case, the appropriate date.*

8. 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.*

9. 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;*

10. 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.

11. 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

12. Considering the Tenant's arguments in turn:

    a. Incorrect date and insufficient notice: The notice does state that the proposed start date is 15 August 2026; this date is incorrect when looking at the only signed tenancy agreement, the 2012 one where the rent period started on 28 April.

    b. Incorrect landlord: The purported landlord is Ronald Morrison. The landlord referred to in the 2012 agreement is Mrs R Morrison. There is no signed 2017 agreement, although the unsigned version does refer to Mr R Morrison as the landlord. The Tenant says he believes that his landlord is Mrs Ripley Morrison. In 2025, he was aware that he changed his rental payments to be paid to Mr Morrison.

13. Findings

    a. The proposed start date is wrong; the rental period is 28th using the 2012 agreement and 1st using the 2017 agreement, neither of which aligns with the rental period under either agreement.

    b. 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

14. The Tribunal found that the notice was 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.

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

16. 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.