

**Notice of the Tribunal Decision and  
Register of Rents under Assured Periodic Tenancies  
(Section 14 Determination)**

**Housing Act 1988 Section 14**

**Address of Premises**

15 Westland Road, Darlington DL3 9JJ

**The Tribunal members were**

N Swain  
J A Platt

**Landlord**

Mr & Mrs Patricia Fairbairn

**Address**

69 Duke Street, Darlington DL3 7SD

**Tenant**

Mr Russell Dawson & Mrs Valerie Dawson

1. The rent is: £775 Per Month (excluding water rates and council tax but including any amounts in paras 3)

2. The date the decision takes effect is: 09 April 2025

3. The amount included for services is: not applicable

4. Date statutory periodic assured tenancy commenced 09 September 2023

5. Rental period Monthly

6. Allocation of liability for repairs As per S11 Landlord & Tenant Act 1985

**7. Furniture provided by landlord or superior landlord**

NA

**8. Description of premises**

3 Bedroom semi-detached house

**Tribunal Member** N J Swain

**Date of Decision** 09 April 2025



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case Reference** : **MAN/00EH/MNR/2025/0630**

**Property** : **15 Westlands Road  
Darlington DL3 9JJ**

**Applicant** : **Mrs V & Mr R Dawson**

**Respondent** : **Mr & Mrs P Fairbairn**  
**Respondent's Representative** : **Denham Properties Ltd**

**Type of Application** : **Appeal under Housing Act 1988  
(the "Act") Section 13(4)**

**Tribunal Members** : **Mr N Swain MRICS  
Mr J Platt FRICS FTPI**

**Date of Decision** : **09 April 2025**

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**DECISION**

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## **Determination**

1. The Market Rent for the Property is £775.00 per month with effect from 09 April 2025.

## **Background**

2. By Application dated 16 January 2025 the Applicant referred to the Tribunal a notice of increase of rent (the “Notice”) served by the Respondent under section 13 of the Housing Act 1988 (the Act).
3. The Notice dated 03 January 2025 proposed an increased rent of £775.00 per month with effect from 09 February 2025, instead of the existing rent of £675.00 per month.
4. The Respondent provided a copy of the tenancy agreement which is an Assured Shorthold Tenancy which began 09 March 2023. The tenancy is for a fixed term of 6 months and now continues as a Statutory Periodic Tenancy.

## **The Law**

5. The Act provides in section 13(2) as amended by the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003 that the date in paragraph 4 of the Landlord’s notice (the date the new rent becomes payable) must comply with three requirements.
  - a. The first requirement is that a minimum period of notice must be given before the proposed new rent can take effect. That period in this case is one month.
  - b. The second requirement is that the starting date (relevant for the facts of this case) must not be less than 52 weeks from the first rent period of the tenancy. (There are exceptions to this, but they do not apply in this case.)
  - c. The third requirement is that the proposed new rent must start at the beginning of a period of the tenancy (see paragraph number 17 of the Guidance Notes forming part of the prescribed form of the Landlord’s Notice).
6. Section 14 of the Act requires the Tribunal to determine the rent at which it considers the subject property might reasonably be expected to be let on the open market by a willing Landlord under an Assured Tenancy on similar terms. In so doing the Tribunal is required by Section 14 (1) to ignore the effect on the rental value of the property of any relevant tenants’ improvements as defined in Section 14 (2) of the Act.
7. Section 14 (7) of the Act provides that the rent determined by the Tribunal shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the Tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the Tribunal may direct.

## **Evidence**

8. Both parties submitted written evidence.
9. The Applicants presented written evidence on the condition of the property. In particular, raising concerns over damp and mould in various rooms and concerns over the electrical system.
10. The Respondent's Representative, Denham Properties, submitted evidence that market rent levels in the area range from c£800 to £950 per month.

## **Inspection & Hearing**

11. The Tribunal inspected the property at 11.15 am on 09 April 2025 in the presence of the Applicants. Neither the Respondent nor their representative attended. At the request of the Applicant, an oral hearing had been listed for later that day at Darlington County Court.
12. The property is a 3 bedroom semi-detached house on an estate of similar properties probably built in the 1960s. It comprises of living room, dining room, kitchen, 3 bedrooms and bathroom with enclosed front and rear gardens. The property is provided unfurnished, except for carpets. It is double glazed and has gas central heating.
13. During the inspection, the Applicants identified various issues with the property, including damp and mould in various rooms (which presented mainly as condensation related damp). There had also been a leak from the bathroom in to the kitchen (which had been repaired) and a problem with two electrical sockets burning out (which had been rectified).
14. The hearing took place at 12.15pm the same day at Darlington County Court with the Applicants present. Neither Respondent nor their representative attended the hearing.
15. The Tribunal explained the nature of its jurisdiction in respect of this application i.e. to determine the rent at which it considers the subject property might reasonably be expected to be let on the open market by a willing Landlord in its current condition (but excluding the effect of tenant improvements). The subject application does not provide the Tribunal with any role relating to housing conditions or performance of the landlord.
16. The Applicant presented their case. In particular, they raised the issues of repair and that the house was cold and difficult/expensive to heat.
17. The Tribunal asked the Applicant to comment on the comparable evidence provided by the Respondent. Their main point was that all the comparables had off street parking and their property did not.

## **The Tribunal's Decision**

18. The Tribunal first had to determine that it had jurisdiction to hear the Application. The Tribunal had to determine that the landlord's notice under Section 13 (2) satisfied the requirements of that section and was validly served.
19. There was no issue as to whether it was more than 52 weeks since the last rent increase; that minimum notice of increase had been given; that the date for commencement of the new rent proposed by the landlord was the start of a new period of the tenancy; and in addition, that the tenant had received the Guidance Notes forming part of the Notice. The Tribunal determined that the landlord's Notice satisfied the requirements of Section 13 (2) and there was no argument as to the validity of its service.
20. The Tribunal had regard to the evidence submitted by both parties and its findings from the inspection. It also used its own knowledge and expertise of market rent levels in the Darlington area.
21. The Tribunal considers that the property might reasonably be expected to be let on the open market by a willing Landlord at a rent of £775.00 per month.
22. The Tribunal did not consider that there were any obvious matters of disrepair that would impact the level of rent that 'might reasonably be expected' should the property be available to let on the open market. The Applicants' concerns that the property is cold and expensive to heat are symptoms of the property's age and construction and not related to any obvious disrepair. The Applicants also confirmed at the hearing that the landlord is in possession of a valid electrical safety certificate for the property.
23. During the hearing when questioned by the Tribunal, the Tenants made an application to the Tribunal under s14(7). This provision allows the Tribunal to defer the date of increase to the date of determination if it appeared to the Tribunal that it would cause undue hardship to the tenant. The Tenant's confirmed that Mr Dawson did not work due to ill health and that Mrs Dawson would be unemployed from the end of April. They both had a small pension together with limited savings and that an increase in rent would cause significant hardship to both. The Tribunal has considered this request and on the balance of the evidence provided and the decision of the Tribunal concludes that there is sufficient substantiation to show such undue hardship.

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