

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

**Housing Act 1988 Section 14**

**Address of Premises**

55 BEECH AVENUE, BISHOPTHORPE,  
YORK, YO23 2RL

**The Committee members were**

L WHITE  
J GITTUS

**Landlord**

CAROL SIMPSON

**Address**

24 Biba House, St Saviour's Place, York, YO1 7PJ

**Tenant**

SALLY WATKINS

1. The rent is: £1360 Per month (excluding water rates and council tax but including any amounts in para 3)

2. The date the decision takes effect is: 28 March 2025

3. The amount included for services is: Not applicable

4. Date assured tenancy commenced 1 June 2022

5. Length of the term or rental period 6 month fixed term moving onto Statutory periodic tenancy from 1 December 2022

6. Allocation of liability for repairs As per Section 11 Landlord and Tenant Act 1988

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

Nil

**8. Description of premises**

Two story brick built semi-detached dormer bungalow with 4 bedrooms, kitchen, lounge, bathroom downstairs, shower room with toilet upstairs and conservatory with front driveway and rear garden and semi detached garage.

**Tribunal Member** L White

**Date of Decision** 28 March 2025



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

**Case Reference** : **MAN/00FF/MNR/2025/0647**

**Property** : **55 Beech Avenue, Bishopthorpe,  
York, YO23 2RL**

**Applicant** : **Sally Watkins**

**Respondent** : **Carol Simpson**

**Type of Application** : **Determination of a Market Rent  
Sections 13 & 14 of the Housing Act 1988**

**Tribunal Members** : **Tribunal Judge L. White  
Tribunal Member J Gittus**

**Venue** : **Property Visit at 55 Beech Avenue  
followed by a hearing at Harrogate  
Justice Centre**

**Date of Inspection, Hearing  
and Determination** : **28 March 2025**

**Date of Summary of  
Reasons:** : **30 April 2025**

---

**DECISION**

**The tribunal determines a rent of £ 1360 per calendar month with effect from  
28 March 2025**

---

© CROWN COPYRIGHT 2025

## **Summary of Reasons**

### **The background to the application**

1. On 20 December 2024 the Landlord served a notice under Section 13(2) of the Housing Act 1988 (“**the 1988 Act**”) which proposed a new rent of £1,500 in place of the existing rent of £1,000 per month to take effect from 1 February 2025 (“**the Notice**”).
2. On 31 January 2025 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 day.
3. Both parties indicated they wanted an oral hearing to be arranged. The Tribunal also directed that an inspection would take place.

### **The Property and the inspection**

4. The Tenant entered into an assured shorthold tenancy agreement of 55 Beech Avenue, Bishopthorpe, York, YO23 2RL (“**the Property**”) on 1 June 2022 for an initial fixed term of 6 months from 1 June 2022. From the 1 December 2022 the tenancy continued on a statutory periodic tenancy on a month to month basis. The initial rent was £1000 per calendar month payable on the 1<sup>st</sup> of each month. There have been no rent increases since the tenancy commenced.
5. The Property is a two story brick built semi-detached bungalow constructed in the 1960s/70s, with a dormer added more recently. There are four bedrooms, kitchen, lounge, ground floor bathroom, first floor shower room with toilet, conservatory and a front driveway and rear garden with a semi detached garage.
6. The Tenant resides in the Property with her three children who are all under 18 at the time in the inspection.
7. The Tribunal inspected the Property at 10.30 am on the 28 March. The Tenant did not wish to grant access to the Landlord. The Tenant stated that the Landlord’s husband, Bruce Simpson could access the Property during the Tribunal’s inspection and both the Landlord and Tenant agreed the inspection would take place on that basis.
8. During the inspection it was noted there was considerable black mould in the downstairs bathroom and on the walls in the hallway and the rear left downstairs bedroom which share a wall with the bathroom. It was noted there was no extractor fan in the bathroom and no trickle vents to any of the windows in the bathroom. Some of the skirting boards in the bathroom and hallway appeared rotten from water ingress. Otherwise, the Property seemed in good condition.

### **Hearing and submissions**

9. The hearing took place at the Harrogate Justice Centre at 12.30pm after the inspection had taken place earlier that same day. The Landlord and her husband were present as was the Tenant and her friend.
10. Prior to the hearing both parties had made written submissions to the Tribunal.

11. The Tenant had provided to the Tribunal on 6 March 2025 various pictures of the Property and a copy of a letter from City of York Council addressed to the Landlord dated 14 January 2025 and Hazard Awareness Notice issued to the Landlord dated 14 January 2025 in relation to the Property. The Hazard Awareness Notice detailed:
  - (i) Category 1 Hazard of excess cold due to defective boiler stating the Tenant cannot use it for hot water or to heat the Property; and
  - (ii) Category 2 Hazard of damp and mould in the downstairs bathroom, hallway and rear left bedroom.
12. The Tenant also sent a letter on 14 March detailing problems she has experienced whilst residing at the Property. The Tenant did not provide any comparables of properties to rent on the market. The Tenant sent to the Tribunal the day prior to the hearing a letter from Universal Credit dated 27 March 2025 detailing that her payments were being reduced.
13. The Landlord provided written submissions via solicitors Cowling, Swift & Kitchen Solicitors under cover of a letter dated 12 February 2025 and email 20 March 2025 which provided pictures of the Property pre tenancy and details of sums the Landlord states she had spent on the Property since the tenancy commenced, this included invoices from Chris Myers Plumbers detailing various plumbing works that had been carried out to the Property and included an invoice dated 19 December 2024 for supply and fitting of a new plate heat exchanger and PRV for the boiler. The Landlord did not provide any comparables of properties to rent on the market.
14. At the hearing the Tenant confirmed that the heating and hot water had been repaired prior to the service of the Notice and that it was still working, the plumber having attended at the Property in December 2024. No works had been undertaken in relation to the damp and mould in the bathroom which was noted by the Tribunal at the inspection.
15. The Landlord stated that she had been seeking to get access to the Property since service of the Hazard Awareness Notice in January 2025 advising of the damp and mould. The Tenant stated she has never refused entry.
16. The Tribunal asked both parties if they had any comparables of properties to rent on the market for the Tribunal to consider. Neither party did. The Tenant submitted that she believed that in good condition the market rent for the Property was £1500 per calendar month but argued it was not in good condition. The Landlord submitted that she believed the market rent for the Property was £2,000 per calendar month and that prior to agreeing to let to the Tenant she had managed to agree a let for the Property of £1500 per calendar month. Both parties stated that very few properties come up for let in Bishopthorpe.
17. The Tribunal noted the letter from Universal Credit dated 27 March 2025 sent by the Tenant the day prior to the inspection and hearing which set out the Tenant's Universal Credit was to be reduced for a period of 90 days. The Tribunal explained to the parties that under Section 14(6) of the 1988 Act the date from which any rent determined by the Tribunal should take effect from is the date set out in the Notice (in this case being 1 February 2025) unless it appears to the Tribunal that in doing so would cause the Tenant undue hardship, in which case the Tribunal can order

any rent determined to take effect from any date, not being later than the date the rent is determined by the Tribunal, being 28 March 2025.

18. The Tenant sought to rely upon the letter from Universal Credit and submitted that she was already receiving the maximum she could in housing benefit therefore any increase in rent she would have to find herself. This coupled with her reduction in Universal Credit would cause her undue hardship should the rent take effect from 1 February 2025. The Tenant submitted that any rent determined by the Tribunal should take effect from the date of the decision, being 28 March 2025.
19. The Landlord had not seen the letter from Universal Credit and was provided with a copy in the hearing. The Tribunal gave the Landlord time to consider the letter and then provide her submissions as to the date from which rent determined should take effect from. The Landlord submitted that the date the rent determined should take effect from is the date set out in the Notice. The Landlord submitted that she believed the Tenant was able to afford any rent determined from the date in the Notice and the Tenant would not suffer any undue hardship.

### **The Law**

20. The Tribunal must first determine that the Notice served by the Landlord under section. 13(2) of the 1988 Act satisfied the requirements of that section and was validly served.
21. Section 14 of the 1988 Act requires the Tribunal to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy. In so doing the Tribunal is required by section 14(1), to ignore the effect on the rental value of the property of any of the following, as set out in s14(2):
  - (a) *any effect on the rent attributable to the granting of a tenancy to a sitting tenant,*
  - (b) *any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement –*
    - (i) *was carried out otherwise than in pursuance of an obligation to his immediate landlord, or*
    - (ii) *was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and*
  - (c) *any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.*
22. Section 14(4) provides that "rent" does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture, in respect of council tax or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation.

23. Section 14 (6) provides that:

*“...unless the landlord and the tenant otherwise agree, the rent determined by the appropriate 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 appropriate 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 appropriate tribunal may direct.”*

### **Consideration and Valuation**

24. The Tribunal determined the Notice to be valid and that the validity was not in dispute.
25. The Tribunal had to assess the rent in accordance with Section 14 of the 1988 Act, being the rent at which the Tribunal considered that the subject property might reasonably be let on the open market by a willing landlord under an assured tenancy. In doing so it must comply with section 14 (1) of the 1988 Act as referred to above.
26. Having inspected the Property and carefully considered the representations from the parties both on paper and at the hearing, and using its own judgement and knowledge of rental values in the relevant area, the Tribunal decided that the market rent for the Property if let as of 20 December 2024 being the date of the Notice, in a condition that was usual for such an open market letting would be £1,500 per calendar month. As detailed above neither party provided any comparables of properties to rent on the market either in writing before the hearing or at the hearing itself and the Tribunal has used its own judgement and knowledge of rental values in area which the Property is located.
27. Using its experience the Tribunal decided that this theoretical open market rent should be adjusted to take account of:
- (i) Landlord neglect as to the bathroom, hallway and rear left bedroom being affected by damp, black mould and rotting skirting boards in the sum of £100 per month; and
  - (ii) Necessary improvements being the installation of an extractor fan in the bathroom and trickle vents to the bathroom windows in the sum of £40 per month.

A total deduction of £140.00 per month providing a market rent determination of £1,360.00 per calendar month.

28. This rent of £1,360.00 per calendar month will take effect from the date of this decision being 28 March 2025. The Tribunal believes based on the Tenant's evidence being the letter from Universal Credit dated 27 March 2025 showing a deduction in her Universal Credit and based her oral submissions at the hearing she would suffer of undue hardship if the rent determined would take effect from the date in the Notice.

## **Rights of appeal**

1. By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal is required to notify the parties about any right of appeal they may have.
2. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission to appeal must be made to the First-tier Tribunal at the regional office which has been dealing with the case.
3. The application for permission to appeal must be arrive at the regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
4. If the application is not made within the 28 day time limit, such applications must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.
5. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the rounds of appeal and state the result the party making the application is seeking.
6. If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).