

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

Housing Act 1988 Section 14

Address of Premises

17 Margaret Terrace,
Rowlands Gill
NE39 2NG

The Tribunal members were

I Jefferson
K Usher

Landlord

Mordechai Fisher

Address

212 Alexandra Road, Gateshead NE8 4EB

Tenant

Harry Taylor

1. The rent is: £540.00 Per Calendar month (excluding water rates and council tax but including any amounts in paras 3)

2. The date the decision takes effect is: 28.6.2025

3. The amount included for services is: Not applicable

4. Date assured tenancy commenced 28.3.2024

5. Length of the term or rental period Monthly

6. Allocation of liability for repairs As per Section 11 Landlord & Tenant Act 1985

7. Furniture provided by landlord or superior landlord

Unfurnished

8. Description of premises

2 Bedroom mid-terrace house built around 1900, 1 Reception, Kitchen, ground floor bathroom, 2 Bedrooms to First Floor. Double-glazing, gas fired radiator central heating. Rear yard.

Chairman

I Jefferson

Date of Decision

18 August 2025



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

Case Reference : MAN/00CH/MNR/2025/0855

Property : 17 Margaret Terrace
Highfields
Rowlands Gill
NE39 2NG

Applicant : Mr Harry Taylor

Respondent : Mr Mordechai Fisher
c/o Samuel Kohn
212 Alexandra Road
Gateshead
NE8 4EB

Type of Application : Housing Act 1988 Section 14 (the “Act”)

Tribunal Members : I Jefferson
K Usher

Date of determination : 18 August 2025

REASONS

Background

1. By way of an Application dated 25 June 2025 the Applicant, the Tenant of the Property, referred to the Tribunal his Application (the Application) referring a notice of increase in rent (the Notice) by the Landlord of the property under Section 13 of the Housing Act 1988.

2. The Notice is dated 14 May 2025 and proposed a new rent of £600.00 pcm instead of the existing rent of £520.00 pcm, to take effect from 28 June 2025.
3. The Tribunal acknowledged receipt of the Application and fixed the date of 18 August 2025 to both inspect the Property, hold a hearing, and deliberate. Each Party was invited to submit representations.
4. The Landlord put forward written representations through their Solicitor Mr Jonathan Askins of Hardings Solicitors in Sunderland dated 14 July and 12 August 2025. These set out various works undertaken by the Landlord, mostly at the behest of the Local Authority, to include replacement damp course, installation of loft insulation, new kitchen flooring, new water supply, new glass to windows, and new landing window frame.

The Landlord also enclosed four sets of Letting Agent particulars as evidence of rent. These related to similar aged 2-Bedroom mid-terrace properties with asking rents ranging from £600.00 pcm to £650.00 pcm. None were within Highfields, three were in Chopwell (NE17) and one in Dipton (DH9). All had double-glazing and gas fired radiator central heating, generally ground floor bathrooms, but some were recently refurbished seemingly to a higher standard than the subject property.

5. The Tenant submitted two written representations dated 14 and 29 July in addition to comments on the Application Form appealing the rent. The Tenant contested the proposed increase stating that it was fundamentally unreasonable particularly given the history of disrepair since the Tenant took the tenancy in March 2024. The Tenant detailed items of disrepair, structural integrity and water ingress, damp and mould, repairs undertaken only in response to Improvement Notices, incomplete repairs, breaches of statutory duty, a refusal to negotiate on the new rent, and other matters such as invalid eviction attempts, alleged discriminatory conduct, denial of Tenants Rights, some of which are outwith the remit of this Tribunal.
Apart from stating that the rent was unfair, unreasonable, and in excess of inflation measured in relation to CPI, the Tenant did not submit any rental evidence.

6. The Tribunal wrote to both Parties on 1 July 2025, amongst other things that letter stated:

“The Tribunal proposes to assess a Market Rent without the need for an oral hearing. However you are invited to send to the Tribunal your written comments (representations) on the rent you think the Tribunal should fix. The Tribunal wishes to inspect the property on 18 August 2025. The Tribunal will then proceed to make a decision having regard to that inspection and the written representations, if any, of both Landlord and Tenant. Alternatively, it is possible for you, or the other Party, to ask for an oral hearing at which both parties would also have the opportunity to put their case to the Tribunal directly or through a representative....
You should read the guidance, fill in the reply form and send it to this address by **15 July 2025**. Any written representations and supporting documents that

you want the Tribunal to take in to consideration should also be supplied by this date. Please note they will be copied by the Tribunal to the other Party. If you submit representations late it may prejudice your case. The Tribunal may decide to exclude that evidence or it may be necessary to suspend the case in order to allow the other side to comment on the representations.”

A further letter, dated 7 August 2025, was sent to each Party with details of the Hearing.

Inspection

7. The Parties were notified, as above, that the Tribunal would inspect and consider the matter on 18 August 2025. The Tenant requested a Hearing. The Landlord’s Agent was present in the street at the inspection but the Tenant did not permit entry to the property. The Tenant was present at the inspection.
8. 17 Margaret Terrace is a small mid-terrace house of brick under a pitched slate roof with ‘L’ shaped rear single storey extension under a low pitched concrete tile roof.

The accommodation comprises rear entrance lobby, kitchen, main living room with front door and open stairs, and ground floor bathroom. To the first floor there are two bedrooms. The property is served by radiator central heating and has double-glazed windows. Externally there is a self-contained rear yard, the front door fronts on to a pedestrianised street.

9. Both Parties submitted written evidence as detailed above.
10. The Tribunal were provided with a copy of the Tenancy Agreement, unfurnished, for a 12 month term with effect from 28 March 2024 at a commencement rental of £520.00 pcm.
11. The Hearing commenced at around 2:30pm at Newcastle Civil Courts and Tribunals Centre. The Tenant represented himself, the Landlord was represented by his Solicitor and the Managing Agent, Mr Samuel Kohn, was also present.
Each Party put forward their oral submissions, reiterating all that was before the Tribunal in written representations, and the Tenant also summed up. The Tribunal later determined the rent and issued their Decision dated 18 August 2025.
A day or two later the Tenant requested Reasons.

The Law

12. The Tribunal first had to determine that the Tribunal had jurisdiction to hear the Application by reference to the correct form of notice to initiate the procedure to permit referral to the Tribunal so that the Tribunal had to determine that the landlord’s notice under Section 13 (2) satisfied the requirements of that section and was validly served.

13. 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.
14. 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.
15. The second requirement is that the starting date must not be less than 52 weeks after the date on which the rent was last increased using this procedure. (There are exceptions to this but they do not apply in this case.)
16. 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).
17. Section 14 of the Act requires the Tribunal to determine the rent at which it considered 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 relevant tenants' improvements as defined in Section 14 (2) of the Act.
18. Only if a landlord's notice complies with each of the requirements referred to above does a Tribunal have jurisdiction to determine a rent under section 14 of the Act.

The Tribunal's Decision

19. The Tribunal found the following facts:
 - i) the Tenant held the property under an Assured Shorthold Tenancy Agreement commencing 28 March 2024 at an initial rental of £520.00 per calendar month.
 - ii) there was no dispute as to the validity of the Landlord's Notice requesting a rent increase to £600.00pcm with effect from 28 June 2025
 - iii) the more significant repairs had only been undertaken following the intervention of the Local Authority by way of Improvement Notice(s) particularly in respect of damp proof membrane/course, associated relaying of floors to kitchen and living room and replacement double-glazing
 - iv) bare plaster was still evident to both the kitchen and living room following this work. The Parties were in dispute as to who should redecorate
 - v) The Tenant still voiced significant concerns regarding further disrepair which we set out below.
20. The appropriate procedure to initiate a proposed new rent in this matter is that set out in Section 13 of the Act. It was not disputed that by the date of the proposed increase 52 weeks would have elapsed; 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 dated 14 May 2025 satisfied the requirements of Section 13 (2) and there was no argument as to the validity of its service.

The Tribunal found that despite the Landlord undertaking significant repairs to include assumed damp proof membrane beneath the ground floors to kitchen and living room, and associated damp proof course and internal replastering, and replacement glazing to all bar a landing window the Tenant was still dissatisfied with this aspect for several reasons. The floor to the main living room was not level, and bare plasterwork had never been decorated. The kitchen units and worktop, whilst they had been refitted after the works, had not been satisfactorily refitted.

In addition, the Tenant stated that the rear single storey extension roof still leaked in two places, one the corner of the kitchen, and the other in the bathroom, which he attributed to the large plain concrete tiles which were ill suited to a low pitch roof. Despite the Landlord's roofer reattending on several occasions these leaks persisted.

The Tenant listed some other matters which the Tribunal regarded as minor for example a small hole in the plaster to the living room which the tenant attributes to the Landlord's workmen, and a electrical fusebox in an unsightly position on the first floor landing, together with other minor matters.

The Tribunal have regard to the current state of the property in assessing rental value. The Tribunal made various deductions to reflect the existing disrepair, in particular the roof leaks to kitchen and bathroom, poorly refitted kitchen, unlevel living room floor etc..

The Tenant had undertaken some minor improvements to include repairing a light fitting, clearing builders rubble from the rear yard, and painting the rear gate for which a deduction was made to reflect these. Finally an adjustment was also made to reflect floor coverings and white goods, making a total final adjustment of £60.00 pcm.

21. The Tribunal had regard to its own knowledge and experience of market rent levels for similar properties in the wider County Durham area, but without any specific or secret evidence.
22. The Tribunal therefore determined a reasonable headline rent of £600.00 pcm. This headline figure was adjusted as above and reduced by £60.00 pcm.
23. No relevant evidence was before the Tribunal in relation to Section 14 (7) whether undue hardship would be caused to the tenant by the new rent being payable from 28 June 2025, the date specified in the Landlord's Notice. In the circumstances the Tribunal determined a new rent of £540.00 pcm payable from 28 June 2025.

Chairman