

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

Housing Act 1988 Section 14

Address of Premises

8 The Dene
Medomsley, Consett
DH8 6PS

The Tribunal members were

I Jefferson
K Usher

Landlord

Proud Zebra Ltd

Address

c/o Your Move Chris Stonock
449-451 Durham Road
Gateshead NE9 5EX

Tenant

Miss Lella McDonald

1. The rent is: £550.00 **Per** pcm **(excluding water rates and council tax but including any amounts in paras 3)**

2. The date the decision takes effect is: 28.08.2025

3. The amount included for services is: Not applicable

4. Date assured tenancy commenced 28.04.2023

5. Length of the term or rental period Monthly

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

7. Furniture provided by landlord or superior landlord

Unfurnished

8. Description of premises

Semi-Detached Bungalow, Living Room, 2 Bedrooms, Kitchen, Bathroom, Dining Room with Conservatory off. Gas fired radiator central heating, double-glazing. Gardens front and rear.

Chairman

I Jefferson

Date of Decision

28 October 2025



FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : MAN/00EJ/MNR/2025/0912

Property : 8 The Dene
Medomsley
Consett
DH8 6PS

Applicant : Miss Lella McDonald (Tenant)

Respondent : Proud Zebra Ltd

Represented By : Your Move Chris Stonock
449-451 Durham Road
Gateshead
NE9 5EX

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

Tribunal Members : I Jefferson
K Usher

Date of determination : 28 October 2025

REASONS

Background

1. By way of an Application dated 8 August 2025 the Applicant, the Tenant of the Property, referred to the Tribunal her 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 22 July 2025 and proposed a new rent of £700.00 pcm instead of the existing rent of £600.00 pcm, to take effect from 28 August 2025.
3. The Tribunal acknowledged receipt of the Application and fixed the date of 24 September 2025 to inspect the Property, and deliberate. Each Party was invited to submit representations.
4. The Landlord put forward written representations through their Managing Agent, Your Move Chris Stonock, dated 5 September 2025. The majority of the "comparable evidence" was in fact in relation to properties available to rent, rather than evidence of actual lettings. They included 238 Medomsley Road £750.00pcm asking, Park Road, Consett £675.00pcm asking, Second Row £695.00pcm, all 2-bedroomed properties of various types.

Actual lettings, or those agreed included

31 Second Street, Leadgate asking £695.00pcm, 52 Bradley Cottages £650.00pcm.

The evidence included much irrelevant information such as flood map, coal search, landfill sites etc.

It then proceeded to list four further properties available to rent.

The Bungalows 3-bedroom Ebchester recently refurbished £850.00pcm asking, The Dene Consett £800.00pcm asking, South Meadows Dipton £750.00pcm asking and Second Street Leadgate £695.00pcm asking.

It concluded that the subject property was a semi-detached bungalow, with a new kitchen which should command a rent of £700.00pcm.

5. The Tenant in her representations dated 3 September 2025 stated that the boiler had failed, the kitchen leaked, the shower was unserviceable, and there was lots of condensation throughout the property. Her submission included reference to a Hazard Awareness Notice issued by Durham County Council in respect of condensation, unserviceable shower, missing render to the gable, and inadequate roof insulation.

The Tenant's comparable evidence was third-hand from a local landlord Mr S B Watson of 10 The Dene, Consett who is stated to let the following properties:

36 The Dene 2-bedroom £450.00pcm, 64 The Dene 2-bedroom £450.00pcm, 55 Dene Crest 3-bedroom £500.00pcm, 10 James Street, Dipton 2-bedroom £450.00pcm, Castledene Road 3-bedroom house £525.00pcm.

The Tenant concluded that the true Market Rent would be £450.00pcm for a 2-bedroom bungalow which was free of damp.

6. The Tribunal wrote to both Parties on 22 August 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 24 September 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 5 September 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."

Inspection

7. The Parties were notified, as above, that the Tribunal would inspect and consider the matter on 24 September 2025. Neither party requested a Hearing. The Landlord's Agent had confirmed in writing that they would not be present at the inspection, but the Tenant was present, along with her neighbour who offered moral support.
8. The Dene is a small semi-detached bungalow of brick under a pitched roof.

The accommodation comprises living room, two bedrooms, kitchen, bathroom, dining room with conservatory off. The property benefits from gas fired radiator central heating and double-glazing. Externally there is a garden to the front, side path and rear garden backing onto a field.

9. Both Parties submitted written evidence as detailed above.
10. The Tribunal were provided with a copy of the Tenancy Agreement, unfurnished, signed 26 April 2023 with a commencement date of 28 April 2023 but payable on the 28th at a commencement rental of £600.00pcm.
11. At the conclusion of the inspection the Tenant asked the Tribunal whether or not the Landlord had put forward any written submissions. In answering in the affirmative the Tenant then stated that she had not received a copy of the Landlord's submission. The Tribunal decided that in view of this it was just and reasonable to postpone any decision, request the Tribunal office to forward the

Landlord's submission by post and allow the Tenant the opportunity of commenting. This was done, further written comments were received from the Tenant, and copied to the Landlord but without the right of reply. The further comments restated much of what had already been put in the Tenant's original submission and there is nothing substantive further to record.

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 April 2023 at an initial rental of £600.00pcm.
 - ii) there was no dispute as to the validity of the Landlord's Notice requesting a rent increase to £700.00pcm with effect from 28 August 2025

- iii) the more significant repairs had only been undertaken following the intervention of the Local Authority by way of a Hazard Awareness Notice
- iv) The Tenant still voiced some 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 22 July 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 various repairs there was still dampness to various parts of the property which adversely affects the rental value.

The Tribunal considered that the vast bulk of the comparable evidence submitted by the Landlord's Agent were for properties in areas dissimilar to that of the subject property. The area of The Dene is a micro-location a mile or so from the centre of Medomsley, which itself is a village on the outskirts of Consett. Whilst there are shops and schools within Medomsley itself there are virtually no facilities close to the area of The Dene. Accordingly the rents for properties in The Dene are dissimilar from properties which may be physically similar elsewhere near Consett.

The Tribunal believed the evidence put forward by the Tenant more persuasive given that two properties were in The Dene, both 2-bedroom, both at £450.00pcm. The Tribunal inspected these properties externally and found that they were in a better condition than the subject property.

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 £625.00 pcm. This headline figure was adjusted to reflect the dampness still within the property and reduced by £75.00 pcm, giving a Market Rent of £550.00pcm.

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 August 2025, the date specified in the Landlord's Notice. In the circumstances the Tribunal determined a new rent of £550.00 pcm payable from that date.

Chairman