

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

Housing Act 1988 Section 14

Address of Premises

Room 1, 27 Honister Avenue,
High West Jesmond,
Newcastle upon Tyne NE2 3PA

The Tribunal members were

I Jefferson
K Usher

Landlord

Mr Anthony William & Mrs Marilyn McCoull

Address

10 Manor Road, Newcastle upon Tyne, NE7 7XS

Tenant

Mr Adrian Podar

1. The rent is: £600.47 **Per** Calendar month **(including any amounts in paras 3)**

2. The date the decision takes effect is:

1 October 2025

3. The amount included for services is:

£65.47

Per

Calendar month

4. Date assured tenancy commenced

1 August 2024

5. Length of the term or rental period

Monthly

6. Allocation of liability for repairs

Standard – Landlord & Tenant Act 1984 S11

7. Furniture provided by landlord or superior landlord

Bed, desk, shelving, Inventory not signed as contents not agreed

8. Description of premises

6 Bed HMO in sought after residential area of High West Jesmond. Room 1 – Bedroom, Communal areas inc: Living Room, Kitchen, Utility, GF WC, first floor Bathroom, 2 Shower Room, and Sauna. Radiator central heating. Double-glazing. All services inc e.g. gas, elec., cleaning, sauna etc. and council tax.

Chairman

I Jefferson

Date of Decision

12 January 2026



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

Case Reference : MAN/00CJ/MNR/2025/0973

Property : Room 1, 27 Honister Avenue
High West Jesmond
Newcastle upon Tyne
NE2 3PA

Applicant : Mr Adrian Podar

Respondent : Mr Anthony William & Mrs Marilyn McCoull

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

Tribunal Members : I Jefferson
K Usher

Date of determination : 12 January 2026

REASONS

Decision

1. The Market Rent for the Property is £600.47 pcm inclusive of service charge.

Background

2. The Applicant, the Tenant of the property, referred to the Tribunal by Application (the Application) notice of increase in rent (the Notice) by the Landlord of the property under Section 13 of the Housing Act 1988, dated 26 August 2025.
3. The Tribunal wrote to both Parties by letter and with directions dated 14 November 2025, copy attached less Reply Form.

Subsequently a request was received to delay the date for representations, and both parties were permitted to delay their representations by a further 7 days.

Inspection

4. The Parties were notified, as above, that the Tribunal would inspect and consider the matter on 12 January 2026. Neither Party requested a Hearing. Both Parties were present at the inspection. .
5. Honister Avenue is a sought after residential suburb of Newcastle upon Tyne. The property is a mid-terrace three storey house built around 1900 with brick elevations under a pitched slate roof. The property is a HMO being let out to six different tenants with six separate bedrooms, shared entrance lobby, hallway, main front living room, kitchen, sauna on the first floor and shared shower rooms. Externally there is on-street parking, and a rear yard.
6. Room 1 is a large bedroom on the ground floor at the rear. It would formerly have been the dining room when the house was first built and still has period fireplace, no longer in use, ceiling cornice, and radiator. In addition to the bed and other furniture the Tenant had a large number of possessions including fitness equipment.
7. Both Parties submitted written representations, see below.
8. The Tribunal were provided with a copy of the original Assured Shorthold Tenancy Agreement in respect of Room 1 for a term commencing 1 August 2024 at a rental of £550.00pcm, dated 22 July 2024. Included in that rent was the service charge comprising £31.83 council tax, £8.18 water charge, and £20.66 for services totalling £60.67 giving a net rental of £489.33pcm.
9. The Tenant submitted detailed representations with 221pages of text, floor plans, photographs, some of historic defects. Much of the submission was not relevant relating to historic matters or other irrelevant information. As to rental evidence the Tenant's consisted of six properties, two of which were not in Jesmond, one 10 miles away in Whitley Bay, and it was unclear where the rental information was obtained from whether it related to asking particulars or from actual lettings, but believed to be from the internet. Of the four within Jesmond:

Tavistock Road room in a 5-bedroom house £500.00pcm

Jesmond NE2 1-bedroom bills included £575.00pcm

Clayton Road, Jesmond £563.00pcm bills included

Osborne Road apartment Jesmond, £575.00pcm private kitchen and bathroom
no mention of bills

The Tenant considered that these listings show that the going rate for better accommodation was £500-£575.00pcm.

10. The Landlord included detailed representations and as to rent set out a schedule of the six rooms in the subject house with date of first occupancy, start date, end date, each Tenants name, floor area of each room by square metre, rent pcm and Letting Agent. Rents ranged from £525.00 for a room half the size, two at £650.00pcm one of similar floor area the other slightly larger, and a top floor flat at £600.00pcm marginally larger than the subject but with T-fall ceilings.

In addition the Landlord submitted similarly detailed rental evidence of nine rooms at 2 Cavendish Place Jesmond, with individual room rents ranging from £550.00 for the smallest to £900.00pcm.

11. The Tribunal convened to consider their decision later the same day following inspection.

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 a Tenancy Agreement commencing 1 August 2024 at a commencement rental of £550.00 pcm including Service Charge totalling £60.67 also including council tax and water charges.
 - ii) the validity of the Landlord's Notice was not an issue.
 - iii) the Landlord's asking rent was £600.00pcm including a total Service Charge of £65.47 which included council tax £33.50, water charges £9.81 and the balance for cleaning etc. £22.16.
 - iv) the Tenant did not make the Tribunal aware of any tenants improvements.
 - v) the Tenant pointed out a couple of minor defects in Room 1 namely the width of the bed frame was marginally narrower than the mattress, and the former gas point serving the original fireplace was the cause of a small hole in the carpet.
20. The Tenant showed the Tribunal various minor cracks to the main entrance lobby ceiling, living room including dampness to the front bay window, a slight bow to one lintel in a kitchen window, and condensation in the shower adjoining the first floor sauna.
21. The Tribunal took the view that the minor defects in the communal areas were common to all of the rooms within the subject house and therefore there was no requirement to adjust the comparable rents within Honister Avenue to reflect these minor disrepairs. Further, the Tribunal did not consider the extremely minor points raised by the Tenant in respect of his own room merited any deduction in rental value.
22. 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 26 August

2025 satisfied the requirements of Section 13 (2) and there was no argument as to the validity of its service.

23. The Tribunal had regard to its own knowledge and experience of market rent levels for similar properties in the wider area, noting that Jesmond is a sought after residential suburb, but without any specific or secret evidence.
24. The Tribunal therefore determined a Market Rent assuming the property to be in reasonable order of £535.00pcm. To this figure the Tribunal added in the new global service charge of £65.47, split as above, making a total figure of £600.47pcm.
25. 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 1 October 2025, the date specified in the Landlord's Notice. In the circumstances the Tribunal determined a new rent of £600.47pcm inclusive of a service charge payable from 1 October 2025.

Chairman