

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

**Housing Act 1988 Section 14**

**Address of Premises**

118 Kells Lane, Low Fell,  
Gateshead NE9 5HY

**The Tribunal members were**

I Jefferson  
K Usher

**Landlord**

Dr Wendy Shepherd

**Address**

c/o Sarah Mains, 8-10 The Square, Whickham, Newcastle upon Tyne NE16 4JE

**Tenant**

Miss Olubukunola Adekolu

**1. The rent is:** £640.00 Per Calendar month **(excluding water rates and council tax but including any amounts in paras 3)**

**2. The date the decision takes effect is:**

10.01.2026

**3. The amount included for services is:**

Not applicable

**4. Date assured tenancy commenced**

10.05.2022

**5. Length of the term or rental period**

Monthly

**6. Allocation of liability for repairs**

Standard – Landlord & Tenant Act 1983 S11

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

Unfurnished, save for washing machine, broken, not replaced by Landlord. Replacement paid for by Tenant.

**8. Description of premises**

1 Reception, 1 Bedroom Ground Floor Flat, communal back yard. Central Heating, double-glazing, modern Kitchen and Bathroom.

**Chairman**

I Jefferson

**Date of Decision**

26.01.2026



FIRST - TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)

Case Reference : MAN/00CH/MNR/2025/1038

Property : 118 Kells Lane  
Low Fell  
Gateshead  
NE9 5HY

Applicant : Miss Olubukunola Adekolu

Respondent : Dr Wendy Shepherd

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

Tribunal Members : I Jefferson  
K Usher

Date of determination : 26 January 2026

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REASONS

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Decision

1. The Market Rent for the Property is £640.00 pcm.

## 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 21 November 2025.
3. The Tribunal wrote to both Parties by letter requesting responses by 11 December 2025.

Neither Party requested a Hearing.

## Inspection

4. The Parties were notified, as above, that the Tribunal would inspect and consider the matter on 26 January 2026. The Tenant was present at the inspection.
5. Kells Lane is primarily residential but with a mix of type and ages of properties. The subject flat is in a terrace probably built just before 1900 with a two storey rear extension backing onto the rear lane. It is a ground floor flat comprising main living room with the original fireplace and ceiling cornice, inner hall, bathroom comprising bath, WC, wash handbasin, heated towel rail, tiling to two walls, and ceiling spots. Double bedroom at rear. Kitchen, Ideal combi central heating boiler and half glazed rear door to shared yard. The property was essentially unfurnished however the washing machine which was provided by the Landlord but broke, was not replaced by the Landlord and a replacement was paid for by the Tenant.
6. Both Parties submitted written representations.

## Representations

7. The Tenant submitted representations dated 21 November 2025 and 5 December 2025. Parts detailed the history of the property and various defects such as a leak from the flat above causing the bathroom ceiling to collapse, damp in the bedroom, broken washing machine and bedroom door handle. At our inspection all outstanding repairs had been undertaken by the Landlord save the replacement washing machine which was done at the Tenant's cost. The Tenant listed various properties in Gateshead available to rent some of which were not in the same local area. A couple in Durham Road and the High Street at an asking rent of £695.00 pcm and over were considered by the Tenant as superior but in summary stated that the rental range for a one bed flat was £575-£625 pcm, and considered that her flat was worth between £570 and £620 pcm.
8. The Landlord submitted representations through their Managing Agents Sarah Mains who stated that other flats in the area commanded £750 pcm. Around 16 asking rents from the internet were put forward. Only four were one bedroom the other being two bedroom. Of those four the rents varied significantly namely £475, £795, £825, and £875 pcm. In summary the Landlord considered the rent should be £775-£995 pcm.

9. The Tribunal gave some weight to the representations made by both Parties, however none were directly similar to the subject flat, which although small, and only one bedroom was well appointed. Also, internet asking rents are not always good evidence of actual rents.

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

#### The Law

10. 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.
11. 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.
12. 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.
13. 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.)
14. 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).
15. 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.
16. 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

17. The Tribunal found the following facts:
  - i) the Tenant held the property under a Tenancy Agreement commencing 10 May 2022 at an initial, and current, rental of £595.00 pcm.
  - ii) the validity of the Landlord's Notice was not an issue.

- iii) the Landlord's asked a new rent of £695.00 pcm.
  - iv) the Tenant did not make the Tribunal aware of any tenant's improvements, save v) below.
  - v) the Tenant confirmed that all previous disrepairs had been remedied by the Landlord although she had had to meet the cost of the replacement broken washing machine herself.
  - vi) the flat was well modernised internally with modern kitchen and bathroom, gas fired radiator central heating, and double-glazing.
18. 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 12 November 2025 satisfied the requirements of Section 13 (2) and there was no argument as to the validity of its service.
19. The Tribunal had regard to its own knowledge and experience of market rent levels for similar properties in the wider area, noting that Low Fell is a sought after residential suburb of Gateshead, but without any specific or secret evidence.
20. The Tribunal therefore determined a Market Rent assuming the property to be in reasonable order of £660.00pcm. The Tribunal made a downward adjustment to this figure to reflect the Tenant having to replace the broken washing machine at her own cost making a total figure of £640.00 pcm.
21. 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 10 January 2026, the date specified in the Landlord's Notice. In the circumstances the Tribunal determined a new rent of £640.00 pcm payable from 10 January 2026.