

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

Housing Act 1988 Section 14

Address of Premises

58 Belshill Close
Wallsend
NE28 9XD

The Tribunal members were

I Jefferson
K Usher

Landlord

Mrs Paula Naisbitt

Address

52 Turnberry, Whitley Bay NE25 9NZ

Tenant

Mr Graeme Weir

1. The rent is: £600.00 Per Calendar month (excluding water rates and council tax but including any amounts in paras 3)

2. The date the decision takes effect is: 30 December 2025

3. The amount included for services is: Not applicable

4. Date assured tenancy commenced March 2017

5. Length of the term or rental period Monthly

6. Allocation of liability for repairs S.11 of the Landlord & Tenant Act 1984

7. Furniture provided by landlord or superior landlord

Unfurnished, save originally washing machine provided but when broke Tenant replaced at own cost.

8. Description of premises

Ground Floor Flat in modern 1970 terrace of 8 flats, 1 Reception, 2 Bedrooms, Kitchen, Bathroom, double-glazing, gas radiator central heating, shared yard.

Chairman

I Jefferson

Date of Decision

20 February 2026



FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : MAN/OOCK/MNR/2025/1082

Property : 58 Belshill Close
Wallsend
NE28 9XD

Applicant : Mr Graeme Weir

Respondent : Mrs Paul Naisbitt

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

Tribunal Members : I Jefferson
K Usher

Date of determination : 20 February 2026

REASONS

Decision

1. The Market Rent for the Property is £600.00pcm.

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 22 December 2025.
3. The Tribunal wrote to both Parties setting out that they would inspect and consider the matter on 20 February 2026.

Inspection

4. The Parties were notified, as above, that the Tribunal would inspect and consider the matter on 20 February 2026. Neither Party requested a Hearing. Both Parties were present at the inspection.
5. 58 Belshill Close is one of eight flats in a terrace probably built around 1970 on an estate of similar aged properties of varying types. This ground-floor flat comprises entrance hall, living room with modern kitchen off, inner hall leading to store cupboard, bathroom comprising bath, shower, wash handbasin, and WC, cloak cupboard, two bedrooms, radiator central heating and double-glazed windows. There was no garage nor car space but on-street parking. There is a flagged garden/yard area to the front shared with one other flat.
6. Both Parties submitted written representations, see below.
7. Neither Party could provide a copy of a Tenancy Agreement, it is claimed that there is no written Tenancy Agreement. It appears that the Tenant took occupation in or around March 2017, at monthly rental of £400.00, which has remained unchanged until the Landlord's recent application.
8. The Tenant submitted written representations detailing amongst other things, a history of occupation, failed attempts by the Landlord to serve a valid Section 21 Notice, and the history relating to a kitchen fire. The Tenant states that the fire was caused by their own negligence and claimed that the Landlord was uninsured and refused to reinstate. The Tenant therefore reinstated the kitchen units, white goods and double-glazed window at their own expense. The Tenant's representations stated that the flat has old electrics and heating, some dampness, an 18-year-old bathroom and old carpets. The Tenant offered to pay £507-£536, providing the flat was in a good standard.
9. The Landlord was represented by Paul Dodds, Solicitors of Wallsend who stated that the Tenant occupied initially by way of a short-term occupancy as a friend of the Landlord's former husband. In August 2021 following a chip pan fire through Tenant's neglect the Tenant was asked to leave but offered to reinstate the kitchen if he could stay. The submission included a written rental valuation from Pattinson, Estate Agents, stating that the rental value was £650.00pcm.
10. The Tribunal convened to consider their decision later the same day following inspection.

The Law

11. 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.
12. 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.
13. 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.
14. 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.)
15. 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).
16. 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.
17. 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

18. The Tribunal found the following facts:
 - i) there was no Tenancy Agreement, but the Tenant occupied since around March 2017, probably initially as a short-term favour, but nothing turns on that.
 - ii) the validity of the Landlord's Notice was not an issue.
 - iii) the monthly rent payable since 2017 has remained at £400.00pcm, and the Landlord's asking rent is £650.00pcm.
 - iv) the Tenant did not make the Tribunal aware of any tenants improvements, save the reinstatement of the kitchen at the Tenants expense which is not considered an improvement due to the admitted cause. Indeed, the Landlord maintained that the old kitchen is of a superior quality.
 - v) the disrepairs mentioned by the Tenant are dealt with below.

19. The Tribunal found that the heating system was serviceable, there was no dampness, the bathroom was dated but still serviceable, similarly the carpets. The Tribunal did find that the electric fuse box was dated and make a deduction accordingly.

The Tenant also made reference to a lack of inspections and certificates relating to both the electrical installation and the heating system. This was countered by the Landlord who claimed that the Tenant was uncooperative in allowing inspection by either her or her contractors. The Tribunal make no finding as to fact, and the remedy if inspections and certificates are indeed out of date lie elsewhere. The Tribunal did however have full regard to the physical condition of the property including the condition of the electrical installation and heating system.

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 18 November 2025 satisfied the requirements of Section 13 (2) and there was no argument as to the validity of its service.
21. The Tribunal had regard to its own knowledge and experience of market rent levels for similar properties in the wider area, but without any specific or secret evidence.
22. The Tribunal therefore determined a Market Rent, assuming the property to be in reasonable order, of £630.00pcm. From this figure the Tribunal deducted £20.00 in respect of the dated electric fuse box and £10.00 reflecting that the Tenant had replaced an old washing machine in place in 2017 which subsequently broke and was not replaced by the Landlord, making a total figure of £600.00pcm.
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 30 December 2025, the date specified in the Landlord's Notice. In the circumstances the Tribunal determined a new rent of £600.00pcm payable from 30 December 2025.