

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

Housing Act 1988 Section 14

Address of Premises

13 Bilbrough Gardens
Scotswood
Newcastle upon Tyne NE4 8YA

The Tribunal members were

I Jefferson
K Usher

Landlord

Duggal Investment Ltd

Address

The Grainger Suite, Dobson House, Regent Centre,
Newcastle upon Tyne NE3 3PF

Tenant

Ms Olamide Shokubi

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: 17 January 2026

3. The amount included for services is: Not applicable

4. Date assured tenancy commenced 17 May 2024

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

8. Description of premises

First Floor Flat in 1930s block of 4 flats. 1 Reception, Kitchen, 2 Bedrooms, Bathroom & Utility. Double-glazed, gas radiator central heating but basic. Shared garden.

Chairman

I Jefferson

Date of Decision

20 February 2026



FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : MAN/00CJ/MNR/2025/1081

Property : 13 Bilbrough Gardens
Scotswood
Newcastle upon Tyne
NE4 8YA

Applicant : Ms Olamide Shokubi

Respondent : Duggal Investment Ltd

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 £640.00 pcm.

Background

2. The Applicant, the Tenant of the property, referred to the Tribunal by Application dated 24 December 2025 (the Application) notice of increase in rent (the Notice) by the Landlord of the property under Section 13 of the Housing Act 1988, dated 15 December 2025.
3. The Tribunal wrote to both Parties by letter 14 January 2026 setting out the date to receive any representations, 28 January 2026, and that the Tribunal would wish to inspect and make their decision 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. The Tenant was present at the inspection. The Landlord arrived late and was not present during the Tribunal's inspection of the property.
5. Scotswood is a deprived suburb in the west end of Newcastle upon Tyne. The property is a first-floor flat in a 1930's style block of four flats. The accommodation comprises entrance stairs to first-floor landing, reception, two bedrooms, and utility leading to bathroom comprising bath, shower over, WC, wash handbasin in rear off-shoot. The property benefits from radiator central heating, double-glazing, and refitted kitchen but is still of basic standard only throughout. Unfurnished.
6. Both Parties submitted written representations, see below.
7. The Tribunal were provided with a copy of the Tenancy Agreement which had a commencement date of 17 May 2024 at a commencement rent of £600.00pcm. The Landlord's asking rent is £750.00pcm.
8. The Tenant submitted detailed representations dated 27 and 28 January 2026 stating that the property was unfurnished, without even a cooker and suggested that similar flats, but in better order and furnished were available at an asking rent of £700.00pcm. She submitted a comparable of a ground-floor flat, terrace, in Croydon Road with an asking rent of £650.00pcm.
9. The Landlord included representations setting out what he claimed were improvements, namely: replacement boiler at a cost of £1,600.00, refitted kitchen at £2,902.00 plus labour, LVT flooring to kitchen and bathroom £819.00 plus labour, bathroom glass shower screen and replacement electric shower, decoration to kitchen and bathroom, and cleared garden at £1,250.00. The Landlord provided a couple of comparables, both asking letting Rightmove type particulars namely 110 Bilbrough Gardens asking £745.00pcm furnished, and 152 Atkinson Road, recently refurbished £745.00pcm. Also, a written rental valuation from Property Stop, without inspection, assuming recently refurbished, recommending an asking rent of £750.00pcm.
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.
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 by way of a Tenancy Agreement commencing 17 May 2024 at an initial rent of £600.00pcm
 - ii) the validity of the Landlord's Notice was not an issue.
 - iii) the Landlord's asking rent was £750.00pcm
 - iv) the flat was let unfurnished, and the Tenant had provided a freestanding cooker, two fridges and furniture. There were no other tenants improvements.

20. The Tenant pointed out to the Tribunal some mould at the top of the stairs and stated that she had to continually wipe down surfaces to prevent mould.
21. The Tribunal noted the repairs and replacement items which the Landlord had undertaken and considered most fell into the repair category, less kitchen upgrade.
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 15 December 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, but without any specific or secret evidence.
24. The Tribunal found that the flat, despite the work undertaken by the Landlord, was still of a fairly basic standard throughout. The gardens, had been strimmed and were free of vegetation and weeds but were unkempt in that there were no plants, grass or any other formal vegetation.
25. The Tribunal therefore determined a Market Rent assuming the property to be in reasonable order of £660.00pcm. To this figure the Tribunal made a deduction of £20.00pcm for the lack of the Landlord providing any cooker making a net rent of £640.00pcm.
26. 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 17 January 2026, the date specified in the Landlord's Notice. In the circumstances the Tribunal determined a new rent of £640.00 payable from 17 January 2026.