

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

Housing Act 1988 Section 14

Address of Premises

89 Scholars View, Easington Lane,
Houghton le Spring DH5 0NZ

The Tribunal members were

I Jefferson
K Usher

Landlord

Easington Lane SPV Ltd

Address

Suite 7.1, 8 Exchange Quay, Salford M5 3EJ

Tenant

Dr Yusaf Oladipupo Olatunji & Mrs Roheemah Atinuke Adebayo

1. The rent is: £925.00 Per month (excluding water rates and council tax but including any amounts in paras 3)

2. The date the decision takes effect is: 13 October 2025

3. The amount included for services is: Not applicable

4. Date assured tenancy commenced 13 July 2022

5. Length of the term or rental period Monthly

6. Allocation of liability for repairs Standard – Landlord and Tenant Act 1984 S11

7. Furniture provided by landlord or superior landlord

Unfurnished

8. Description of premises

3 Bedroom Terrace House built around 2021, well maintained. Radiator central heating and double-glazing.

Chairman

I Jefferson

Date of Decision

26 January 2026



FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : MAN/00CM/MNR/2025/0997

Property : 89 Scholars View
Easington Lane
Houghton le Spring
DH5 0NZ

Applicant : Dr Yusaf Oladipupo Olatunji &
Mrs Roheemah Atinuke Adebayo

Respondent : Easington Lane SPV Ltd
Represented By : Place First

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

Tribunal Members : I Jefferson
K Usher

Date of determination : 26 January 2026

REASONS

Decision

1. The Market Rent for the Property is £925.00 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 10 October 2025.
3. The Tribunal wrote to both Parties by letter and with directions dated 27 November 2025 setting out that the Tribunal would make its determination on 26 January 2026 having regard to any written representations, if any, of both Landlord and Tenant. The letter also advised the Parties that they could ask for an oral Hearing, no such request was received.

Inspection

4. The Tribunal inspected the property on 26 January 2026, in the presence of the Tenant, and Landlord's Agent.
5. 89 Scholars View is one of a fairly large number of modern houses built on an estate in Houghton le Spring, many of which are of a similar style. The property is a three bedroom mid-terrace house built around 2021 comprising entrance lobby and stairs, ground-floor reception room leading to kitchen/breakfast room, and ground-floor WC. To the upper floor three bedrooms, one en-suite, and family bathroom. The property has gas fired radiator central heating and double-glazing.
6. Both Parties submitted written representations, see below.
7. The Tribunal were provided with a copy of an Assured Shorthold Tenancy Agreement for a fixed term of 12 months from 13 July 2022 at a commencement rent of £825.00 pcm.
8. The Tenant submitted written representations including some asking letting particulars from Rightmove as follows:

3-bedroom terrace house in Francis Way Houghton le Spring asking rent £850.00pcm
3-bedroom semi-detached house Evergreen Road, £800.00pcm
3-bedroom detached house Regent Court, £850.00pcm asking rent
3-bedroom end terrace Quin Square South Houghton, £650.00pcm

and summarised his evidence that the market, in his opinion, ranged from £750-£900pcm and reckoned the property was worth between £875 and £900pcm but wanted no more than £895pcm [i.e. the current rent].
9. The Landlord was represented by Savills who put forward a detailed submission dated 11 December 2025 setting out details of the property, their approach to the valuation, definition of market rent, and a very detailed analysis of comparable evidence. A table set out analysis of 12 similar properties in Scholars View, 10 of which were of the exact same floor area namely 807sq. ft as

the subject property and all 10 were let at £925.00pcm. A further two were slightly larger namely 829sq. ft and were let at £935.00 and £950.00pcm.

In addition, Savills had also looked at the wider market in and around Hetton-le-Hole and provided a further seven comparables all supporting the asking rent.

Further, Savills' Valuation Report was addressed to Place First, the Managing Agents for the Landlord and they in turn provided a detailed report for the Tribunal. In summary they stated that they believed the rent requested was reasonable. A 3.3% increase applied is below inflation and represents a measured and responsible adjustment rather than a market driven maximum increase.

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) the Tenant held the property under a Tenancy Agreement commencing 13 July 2022, with a current rent of £895.00pcm.
- ii) the validity of the Landlord's Notice was not an issue.
- iii) the Landlord's asking rent was £925.00pcm
- iv) the Tenant did not make the Tribunal aware of any tenants improvements.
- v) the Tribunal found no Landlords neglect i.e. disrepair to the property.

19. 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 29 August 2025 satisfied the requirements of Section 13 (2) and there was no argument as to the validity of its service.

20. 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.

21. The Tribunal considered submissions from both Tenant and Landlord and the evidence was overwhelming that a Market Rent, assuming the property to be in reasonable order, which it was, is £925.00pcm. There were no adjustments to be made given that there were no tenants improvements, nor landlords neglect.

22. 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 13 October 2025, the date specified in the Landlord's Notice. In the circumstances the Tribunal determined a new rent of £925.00pcm payable from 13 October 2025.