

	<b>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</b>
<b>Case Reference</b>	<b>MAN/00DA/MNR/2026/0058</b>
<b>Property</b>	<b>293A Harehills Lane, Leeds, LS9 6AA</b>
<b>Tenant</b>	<b>Samuel Onyewuenyi</b>
<b>Tenant's Representative</b>	
<b>Landlord</b>	<b>Tahira Khan</b>
<b>Landlord's Address</b>	<b>291 Harehills Lane, Leeds, LS9 6AA</b>
<b>Landlord's Representative</b>	<b>Westgate Estate Agents</b>
<b>Date of Application</b>	<b>5 February 2026</b>
<b>Type of Application</b>	<b>Determination of a Market Rent sections 13 &amp; 14 of the Housing Act 1988</b>
<b>Tribunal Members</b>	<b>Mr S Wanderer MRICS – Chair Mrs A Usher</b>
<b>Date of Decision</b>	<b>18 May 2026</b>
<b>Rent Determined</b>	<b>£700 four-weekly</b>
<b>Date the new rent takes effect</b>	<b>21 February 2026</b>

## **REASONS FOR THE DECISION**

### **Background**

1. On 21 January 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £850.00 per calendar month(pcm) in place of the existing rent of £525.00 pcm to take effect from 21 February 2026.
2. On 5 February 2026, under Section 13(4)(a) of the Housing Act 1988 (the Act), the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured shorthold tenancy commenced on 21 January 2019 for a term stated as both '6 months' and 'starting on 21 January 2019 to 21 June 2019'. The rental period is four-weekly.

### **Allocation of Repairs between Landlord and Tenant.**

4. As per tenancy agreement.

### **Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.**

5. The Tenant does not pay any service charges, The Property is let part furnished.

### **Liability for Council Tax**

6. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

### **Any other terms of the tenancy taken into consideration in determining the rent.**

7. N/A.

### **Inspection/Hearing**

8. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

### **The Property**

9. The submissions provided limited details about the Property. It is described as providing the following accommodation:

Living room, two bedrooms and bathroom.

No further evidence of as to the condition of the Property was provided. The Tribunal has, therefore, assumed the Property is in reasonable condition.

The Property is situated Harehills area of Leeds, close to amenities. Leeds City Centre is located approximately 1.5 miles to the west.

### **Evidence**

10. Both parties were provided with the option to make written submissions. Representations were received only from the Tenant.

#### *The Tenant.*

11. The Tenant's submissions did not include any comparable evidence. The focus of the submissions was primarily the validity of the Landlord's notice of increase, in respect of which a number of challenges were raised.

### **Determination and Valuation**

12. The Tribunal considered firstly the issues of validity raised by the Tenant. To the extent the Tribunal is of the view that the Landlord's notice of increase was not valid, the Tribunal would not have jurisdiction to determine the Application.
13. Whilst the Tenants raises a number of alleged defects in the Landlord's notice, it is well-established that minor errors which do not create uncertainty for a reasonable recipient will not generally invalidate a notice (*Mannai Investment Co Ltd v Eagle Star Life Assurance Co* [1997]). The Tribunal is of the view that most of the alleged defects raised by the Tenant would fall into this category.
14. The one issue which gave the Tribunal greater cause for concern was whether the proposed effective date for the new rent is the start of a rental period as required under the Act. The Tribunal noted the original tenancy agreement is inconsistent in identifying the length of the term, but considers that on balance the proper construction of the agreement is that the contractual term ended on 21 June 2019 (indeed, this is the date provided by the tenant for the end of the tenancy in box 5.6 of the Rents 1 application form), with a periodic tenancy arising on 22 June 2019 and four-weekly thereafter. On this basis, the proposed effective date of 21 February 2026 was at the start of a rental period as required under the Act.
15. Whilst it is outside the Tribunal's jurisdiction to *determine* that the Landlord's notice is valid (that is a matter for the County Court), the Tribunal takes the view that the notice appears valid and is satisfied, therefore, that it has the necessary jurisdiction to determine the Application.
16. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Tenants, the Tribunal considers that the market rental of the subject Property modernised and in good

order would be in the order of £700.00 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties including having white goods, furniture and curtains provided by the landlord.

17. The Tribunal assumes the property to be in reasonable condition. As such, no adjustments are warranted and the market rent is determined as below.

**Market rent**

**£700.00 pcm**

**Undue hardship**

12. The new rent takes effect from the date specified in the Landlord's Notice of Increase unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date a Tribunal makes its determination.
13. The Tenant has stated that a rent increase will cause financial hardship. No supporting information or evidence was provided as to the Tenant's financial position.
14. Whilst any significant increase in rent will inevitably cause some measure of hardship, in considering whether to exercise its discretion to postpone the rent increase, the question for the Tribunal is whether undue hardship will be caused. In this case, the Tribunal does not consider that a case for undue hardship is established. Accordingly, the new rent will take effect from the date specified in the Landlord's Notice of Increase.

**Decision**

15. Therefore, the Tribunal determines the market rent at £700.00 per calendar month with effect from 21 February 2026, being the date specified in the Landlord's Notice of Increase.

**APPEAL PROVISIONS**

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.