

		
Case Reference	:	MAN/00CX/MNR/2025/0988
Property	:	49 Rugby Place, Bradford, BD7 2DE
Applicant	:	Mohtisham Aziz
Respondent	:	Shafiq Ali
Type of Application	:	Housing Act 1988 – s 13
Tribunal Members	:	Judge Richard M. Dobson-Mason LLB Mr Amin Hossain MRICS
Type & Venue of Hearing	:	Inspection & Video Hearing
Date of Decision	:	27 March 2026

DECISION

- (1) The Tribunal determines the open market rent for the Property to be £800 per calendar month with effect from 3 October 2025.**

REASONS

Background

1. By a notice dated 29 August 2025 (*“the Notice”*), pursuant to s 13(2) Housing Act 1988 (*“the Act”*), the Respondent proposed a new rent of £995 per calendar month to take effect from 3 October 2025, in place of the current rent of £700 per calendar month.
2. By an application dated 1 October 2025, pursuant to s 13(4) of the Act, the Applicant referred the Notice to the Tribunal for a determination of a market rent (*“the Application”*).

Inspection

3. The Tribunal inspected the Property on 2 February 2025.
4. The Property is a large 4-bedroom stone built inner terrace house, in a residential area of Bradford within walking distance of local shops and bus routes to the town centre. There is a small yard to the front and yard to the rear. The Property has an entrance hall with access to a storage cellar and comprises of a kitchen/dining room and separate living room on the ground floor, together with a toilet. Upstairs there

is a bathroom and two bedrooms and on the second floor are two further bedrooms. The Property has double glazing and uPVC windows.

5. The Property is unfurnished.

Evidence & hearing

6. The Tribunal conducted an in-person inspection of the Property. The Applicant refused the Respondent permission to attend the inspection.
7. Upon inspection, the Tribunal noted that the Property was in similar condition to that described in the Decision dated 7 February 2025, including, *inter alia*, that the Property was in need of general refurbishment and decoration, the kitchen and bathroom were in generally good condition but would benefit from updating, there were some holes at lower levels in various locations throughout the Property, some of the doors did not operate smoothly or fully, nor did some of the windows. Further, some of the pipework needed to be replaced and / or boxed in, and there appeared to be a leak from the bathroom to the rear of the living room ceiling, in addition to a loose hot water tap in the first-floor bathroom.
8. An oral hearing was convened by video which was attended by the parties.
9. The parties filed and served bundles of documents in support of their position, with each side including evidence which was filed in respect of the previous market rent determination that was subject to a Decision dated 7 February 2025. The Respondent's evidence was directed largely to his efforts to inspect and gain access to carry out works to the Property since that Decision, along with market rent comparisons. The Applicant's evidence focussed generally on the condition of the Property and reasons why he would not permit the Respondent to access the Property, with some limited market rent comparables.

10. During the hearing, the Applicant accepted that he had not allowed the Respondent to access the Property to inspect it generally, or to carry out repairs or a gas safety inspection. He explained that there was a lack of trust between the parties, and that the Respondent was connected to the previous landlord and the Respondent and / or his family had been harassing him. On account of the same, he explained that rather than allowing the Respondent or his contractors to carry out repairs to the Property, he had proposed that the parties would appoint an independent contractor on a jointly instructed basis to identify and carry out any remedial works, and that he would stop paying the rent until the works were completed. He stated that, taking into account the disrepair, the market rent should be no more than £575 per calendar month.
11. The Respondent denied harassing the Respondent, although admitted that his nephew had “egged” the front door, and that he had in fact been sending repeated, recorded and evidenced (by receipt) correspondence to the Applicant trying to access the Property, carry out repairs, and undertake a gas safety inspection. The parties’ solicitors had also been in correspondence with each other regarding, *inter alia*, the issue of access. He said that he was concerned about the condition of the Property and the fact that the Respondent had refused all attempts to access it on notice. He said that there was no new disrepair since the last Decision, it had just got worse because the Respondent would not allow him to carry out any works. He said that he was not required to appoint a joint contractor with the Applicant, and therefore submitted that if there was any disrepair to the Property then this was due to the Respondent’s own actions. He said that the rental value should not be detrimentally affected by those actions, and referred to his comparables which were between £1,100 and £1,750 per calendar month. He also relied on a comparison with a smaller property on the same street which was marketed for £900 to £1,000 per calendar month.
12. The Tribunal questioned the parties regarding the Respondent’s various attempts to access the Property and were taken to a series of letters sent by the Respondent with evidence of postage. These appeared to be numerous and persistent in the face of

the Applicant's admitted refusal to respond and / or agree to them. The Tribunal also asked the Respondent what grounds he relied upon to refuse access and require a jointly appointed contractor, to which he referred to the lack of trust and alleged harassment once more.

13. The Tribunal also took the parties to comparable properties that it had identified, including one on St Margaret's Road, BD7, which had a market rent advertised of £875 and appeared to be a similar 4-bedroom property.

The law

14. The Tribunal must first determine that the Notice satisfied the requirements of s 13(2) of the Act and that it was validly served.
15. If so satisfied, by s 14 of the Act, the Tribunal is then required to determine the rent at which it considers the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
16. In doing so, the Tribunal is required, pursuant to s 14(2) of the Act, to ignore the effect on the rental value of the subject property of any relevant tenant's improvements.
17. S 14(4) of the Act provides that for the purposes of s 14 of the Act, "rent" includes, amongst other things, any sums payable to the landlord by the tenant in respect of council tax and on account of the use of furniture, but does not include a "service charge" within the meaning of s 18 Landlord and Tenant Act 1985 (i.e. where in accordance with the terms of the tenancy or other agreement a service charge payable by the tenant is variable from time to time according to changes in the relevant costs). It does therefore include a "fixed" service charge.

Breach of covenant

18. In determining a market rent, the Tribunal is to have regard to the condition of the Property, and any defects are to be taken into account by making a deduction from the opening market rent figure, but it is not necessary to find that the landlord is in breach of his repairing obligations, only that items exist for which a deduction must be made.
19. It is also required to consider whether the tenant has refused or failed to cooperate in allowing access to carry out repairs and the effect of the same.
20. The case of *North Lincolnshire Homes Ltd v Bentley* [2015] UKUT 451 (LC) referred to s 14(2)(c) of the Act where it provides that there shall be disregarded “any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.” That does not only cover terms relating to repair however, but any term of the tenancy.
21. It also referred to the s 16 of the Act, where it provides: -

“It shall be an implied term of every assured tenancy that the tenant shall afford to the landlord access to the dwelling-house let on the tenancy and all reasonable facilities for executing therein any repairs which the landlord is entitled to execute.”

22. It was held that since the tenant had refused the landlord access to the property to carry out repairs, she was in breach of the term implied under s 16 of the Act and therefore the consequence of that breach, being the reduction in value due to the disrepair, was to be disregarded.
23. The same conclusion was reached by Martin Roger K.C. in *Witton Properties v Isenschmid* [2019] UKUT 0328 (LC), where he expressed the position in the following terms at paragraph 29: -

“The questions the FTT ought to have considered were, first, whether the value of the property on 24 June 1988 was reduced by its condition; if so, secondly, to what extent was that condition attributable to a failure by the respondent to comply with the terms of the tenancy? The terms in question were the implied term requiring the respondent to afford access and all reasonable facilities for the appellant to execute any repairs which it was entitled to carry out, and the express or implied terms concerning the tenant’s obligation to use the property in a “tenant- like manner”. Before any such reduction in value could be disregarded the FTT would have had to be satisfied that there was a causal connection between the tenant’s breach and the continuing state of disrepair.”

24. Therefore, where the tenant is in breach in failing to accommodate or refusing access, which has resulted in the landlord’s inability to remedy a defect that affects the value of the property, the defect is to be disregarded, and no deduction made in respect of it.

Determination

25. The Tribunal determined that the Notice was valid in accordance with s 13(2) of the Act.
26. It also determined that the condition of the Property was materially the same as that at the date of the previous Decision, where the previous Tribunal had determined a market rent of £800.00, from which it made a deduction of £100.00 per calendar month to reflect the condition of the Property and the need for it to be refurbished and updated. It also had reference to its own comparables, including the St Margaret’s Road, BD7 comparable noted earlier.
27. The Tribunal therefore turned to consider the issue of the Applicant preventing the Respondent from accessing the Property to carry out inspections and repairs.

28. It found that paragraph 2.13 of the tenancy agreement dated 3 August 2020 provided that the Respondent was obligated: -

“To allow the Landlord or anyone with the Landlord’s written permission to enter the Property at reasonable times of day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, and during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given 24 hours’ prior written notice (except in emergency).”

29. However, it noted that the term of that tenancy agreement was stated to be 12 months beginning on 3 August 2020 and there was no evidence that any new written tenancy agreement had been entered into. Given that the tenancy agreement did not provide for any contractual periodic tenancy to come into force at the end of the term, the tenancy is likely to have continued on a statutory periodic tenancy basis pursuant to s 5 of the Act.
30. S 5(3)(e) of the Act provides that such a statutory periodic tenancy shall be one under which *“...the other terms are the same as those of the fixed term tenancy immediately before it came to an end, except that any term which makes provision for determination by the landlord or the tenant shall not have effect while the tenancy remains an assured tenancy.”*
31. In the Tribunal’s view, therefore, this express term overrides the term implied under s 16 of the Act, but the same principles apply as those set out in the authorities above.
32. The Tribunal determined that the Respondent had, prior to 3 October 2025 (being the date specified in the Notice for the rent increase to take effect) tried to arrange access to the Property to carry out inspections, gas safety inspections, and repair works. It was referred to letters by the Respondent to the Applicant regarding the same dated 18 March 2025, 26 April 2025, 29 April 2025, 9 May 2025, 30 May 2025, 14 September 2025, and 2 October 2025. It was also referred to letters sent after the

proposed rent increase and the Application, dated 24 October 2025, 4 November 2025, and 25 November 2025.

33. The Tribunal noted that the Applicant had admitted that many of these letters had been sent and that he had overtly and deliberately prevented access.
34. The Tribunal determined that this was a breach of the express terms of the tenancy, or alternatively of the implied terms thereof, and was not satisfied that the Respondent had a reasonable or justified explanation for that breach.
35. The Tribunal therefore found that, but for the Applicant's breach, on balance, the repair works would have been completed by 3 October 2025.
36. Therefore, the Tribunal made no deductions in respect of the relevant disrepair.
37. On that basis, the Tribunal determined the open market rent for the Property to be £800.00 per calendar month, to take effect from 3 October 2025, being the date specified in the Notice.

Judge Richard M. Dobson-Mason

27 March 2026