

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00DA/MRA/2026/0019
Property	53 Firbank Grove, Leeds, West Yorkshire, LS15 0NY
Tenant	Ms. Jennifer Nandujja kajoba
Tenant's Representative	N/A
Landlord	Mrs. Ronicah Matende Dixon
Landlord's Address	18 St Matthews Way, Bamsley, S71 2HD,
Landlord's Representative	Mr. Daniel Russell, Reeds Rains, Austhorpe Road, Leeds, LS15 8DX.
Date of Application	10th June 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Hefin Lewis FRICS – Valuer Chair Julie Chisholm– Tribunal Member
Date of Decision	6th August 2026
Rent Determined	£1,200.00 per calendar month
Date the new rent takes effect	31st August 2026

REASONS FOR THE DECISION

Background

1. On 28th May 2026 the Landlord served a notice in a written statement of key terms and agreements 2026 which proposed a new rent of £1,300 per calendar month (pcm) in place of the existing rent of £950.50 pcm to take effect from 1st August 2026.
2. On 10th June 2026 under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured tenancy commenced on 31st October 2021 for a term of 12 months. The rental period is monthly.

Validity of the Notice

4. The Tribunal first addressed the validity of the notice in that the formal process for a section 13 notice was not followed. The tenant received repeated requests to provide a copy of the section 13 notice. The only response from the tenant was to provide a copy of the written statement of key terms and agreement dated 28th May 2026. The validity of the notice was not challenged by the tenant.
5. The required information was to be found in the written statement of key terms and agreement dated 28th May 2026. This matter was referred to the Tribunal's legal officer who confirmed that the information contained in the statement was "materially the same" and contained 'all the information we would need from a S13 notice'. Accordingly, the Tribunal proceeded with the application on the basis that the requisite information was clearly stated and communicated to the tenant and that this was not challenged.

Allocation of Repairs between Landlord and Tenant.

6. As per section 11 of the Landlord and Tenant Act 1985.

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

7. £0

Liability for Council Tax

8. 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.

9. None

Inspection/Hearing

10. Neither party requested an oral hearing or inspection. The Tribunal has considered this case based on the papers provided by the parties and its own knowledge and specialist expertise. The property was not inspected.

The Property

11. The Tribunal relies upon the material provided including photographs and associated details. The property comprises of a semi-detached house and forms part of an established residential development of similar age and size properties. It provides the following accommodation:

Ground Floor: hall, living room, kitchen, storage.

First floor: landing, three bedrooms, bathroom with w/c.

Outside: front and rear gardens. Storage shed. Parking for two vehicles.

All mains services including gas fired central heating.

The Property is situated in an established residential area within reasonable distance of general amenities and transport links.

Evidence

12. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

13. The Tenant made the following comments:

I am unable to use the shed; I don't have any storage. When you compare the previous rent which is £950.50 and the proposed rent £ 1300 it's quite very high. It's an increase of £ 350.

The tenant maintains that the shed should be accessible to "store my grill, hedge trimmer, lawn mower and garden equipment."

14. No defects or other condition issues were raised.
15. In terms of rental evidence, no specific comparable properties were identified. However, the tenant did provide an internet page extract with estimated average values in LS15 for a 3 bedroom house at:

£900 to £1,100 pcm for an older house in basic condition

£1,100 to £1,300 pcm for a house in good condition with private drive.

£1,300 to £1,600 pcm for a fully modernised property in good condition.

There is also an extract for the same post code with an average of all properties at £860.00 pcm

The Landlord

16. In her statement, the Landlord refers to damaged window blind and lounge door. Externally, unkept garden and damage to front perimeter wall and gate to the side of the property driveway.
17. Regarding use of the garden shed, the Landlord explained that the shed was used to store items removed from the house at the commencement of the tenancy and that the tenant had agreed to this.
18. In terms of evidence, the Landlord listed 9 properties in support of the rent increase. Three of these were duplicates and accordingly, the 6 comparables are summarised as:

Property	Type	Rent Advertised	Status
Cartmell Court, Leeds. LS15 OPE	3 bedroom semi-detached house	£1,250	Let agreed
Spring Rise. Leeds, LS15	3 bedroom semi-detached house	£1,200	Let agreed
Cartmell Drive, Leeds	3 bedroom semi-detached house	£1,200	Let agreed
Cartmell Drive, Leeds, West Yorkshire, LS15	3 bedroom semi-detached house	£1,475	Available
Westmorland Court, Leeds, LS15	3 bedroom semi-detached house	£1,400	Available
Westmorland Court. Leeds, LS15	3 bedroom semi-detached house	£1,400	Available

Determination and Valuation

19. The Tribunal first considered the conditions issued raised by the Landlord. None of these are considered to be of sufficient relevance or significance to impact upon the rental value consideration.
20. The Tribunal then turned to the letting information provided by the tenant. This mainly comprised of internet research of comparable properties in the same locality. Within that research, it identifies that similar property with parking and in good condition can be expected to achieve between £1,100 to £1,300 pcm. However, whilst price guidelines for comparable properties can be helpful, these are not confirmed lettings and accordingly, is of limited assistance to the Tribunal.
21. The Tribunal then considered the supporting evidence provided by the Landlord. The evidence sits within the range of £1,200 – £1,400 pcm. The first three comparables in the schedule at paragraph 18 are of most relevance to the tribunal as these are ‘agreed lets’. The average of these three properties being £1,216 pcm.
22. Using its own expert, general knowledge of rental values in the area, and the comparables provided, the Tribunal considers that the market rental of the subject property modernised and in good order would be in the order of £1,200 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.
23. As the property is in good condition with no relevant issues raised by the tenant, it is not necessary to make any adjustments to this level of rent.

Undue hardship

24. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.
25. The Tenant commented that “I am likely to become homeless because I will not afford the rent and if I manage to pay the rent. The quality of life is due to be very hard as I have more bill to pay for example council tax, Tv license, car insurance, water, electricity and gas, groceries, fuel, medication, and house maintenance.”

26. In addition, "I cannot rely on my children who are still in education to pay my rent simply because they are over the age of 18."
27. The Landlord commented "when Jennifer moved into the property, she had her two children who were under 18 years of age. I took this into consideration and did not charge her the market value for over 4.5 years. Now both the children are over 18 years and she told me they were working."
28. The Tribunal notes that hardship is not specifically evidenced other than a copy of the council tax bill, bank statements in debit and confirmation that the tenant is in receipt of Universal credit. However, the increase in the rent from £950.50 to £1,200 (as calculated above) is a substantial increase and therefore, can give rise to undue hardship.
29. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination which in this case is 31st August 2026. As a result of our decision the rent will increase by just under £250.00 per month. The Tribunal considers that for the increase to take effect from 31st August 2026 would cause undue hardship and accordingly sets the starting date for the new rent on 1st October 2026.

Decision

30. The Tribunal determines the market rent at £1,200.00 per calendar month with effect from 31st August 2026 but deferred to 1st October 2026.

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.