

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00DA/MNR/2026/0244
Property	3 Edgeware View, Leeds, LS8 5NJ
Tenants	Justine Maria Christina Johnson Liam Browne
Tenants' Representative	N/A
Landlord	Fuse Property Limited
Landlord's Address	c/o Sequence LSC, 2nd Floor Haymarket Court, Hinson, Street, BIRKENHEAD CH41 5BX
Landlord's Representative	Sequence UK Limited
Date of Application	28 April 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge R Anderson Mr N Foster FRICS
Date of Decision	9 September 2026
Rent Determined	£720 per calendar month
Date of Valuation	9 September 2026
Date the new rent takes effect	30 April 2026

REASONS FOR THE DECISION

Background

1. On 27 March 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £775.00 per calendar month(pcm) in place of the existing rent of £650.00 pcm to take effect from 30 April 2026.
2. On 28 April 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy commenced on 30 June 2023. The rental period is monthly.

Allocation of Repairs between Landlord and Tenants.

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

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

5. The Tenancy Agreement states that the property is let with the furnishings set out in the inventory but no inventory was provided to the Tribunal and it would appear that one was not completed. It was the Tenants' position that the washing machine which was in the basement was provided by the Landlord and was plumbed in when the tenancy commenced.

Liability for Council Tax

6. In accordance with clause 3 of the first schedule to the Tenancy Agreement the Tenants are responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Hearing

7. A hearing was held on 9 September 2026 at 10am or by video platform. Both the Tenants were present and Mr Nahil, a shareholder in the Landlord company appeared on behalf the Landlord. The Tribunal has considered this case on the basis of the submissions of the parties at the hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

8. The Property is a mid-terrace over 3 floors situated in Harehills, Leeds. There was a dispute between the parties as whether it should be described as a 1 bedroom or 2 bedroom property.

Evidence

9. The parties completed the relevant MR1 (Tenants) and MR2 (Landlord). At the outset of the hearing it became apparent that neither the Tribunal nor the Landlord had seen a number of photographs which the Tenants had emailed to the Tribunal in May 2026. Accordingly, it was arranged that these were re-sent and there was a short adjournment to allow the Tribunal and Landlord to consider them. After the adjournment, Mr Nahil confirmed that he was happy to proceed and had had time to consider the photographs.

The Tenants

10. The Tenants made the following comments:
 - a) The Tenants preliminary position was that they accepted that the figure of £775.00 would represent a fair market rent if the property was in a good condition but the property was not in a good condition and the market rent should be reduced accordingly.
 - b) The pictures provided by the Landlord were not of the Property when the tenancy commenced;
 - c) The attic room which the Landlord described as a second bedroom had no separate door and suffered from significant water ingress;
 - d) There was mould in the main bedroom on the first floor which the Landlord had painted over and had re-appeared;
 - e) The cellar where the washing machine was located had no lighting and no internal decoration and that there was nowhere else the washing machine could be practically located;
 - f) The flooring of the bathroom floor was not well installed;
 - g) There was a significant gap in the front door;
 - h) Since moving into the property the boiler had needed to be replaced and there had been a cockroach infestation.
11. The Tenant provided the following comparables by way of:
 - a) Strathmore Terrace £780.00

- b) Sutherland Mount £767.00
- c) Clifton Terrace £795.00
- d) Anderson Avenue £925.00

The Landlord

12. Mr Nahil made the following comments:

- a) Mr Nahil confirmed that his position was the property was renovated in 2019;
- b) Any repairs that had been requested by the Tenants had been carried out swiftly and any disrepair had not been reported;
- c) The Tenants accepted that when the boiler broke he had replaced it as soon as possible;
- d) He had not included the cellar in his assessment of the value;
- e) The layout of the property including the basement was in line with the comparables;
- f) He initially submitted that there was a door to the attic bedroom at the bottom of the stairs but conceded that this was incorrect;
- g) There had been no increase in the rent since the tenancy commenced in June 2023.

13. The following comparables were provided by the Landlord:

- a) Clifton Terrace £795.00
- b) Compton Road £950.00
- c) Edgeware Avenue £900.00
- d) Kepler House £950.00
- e) Strathmore Terrace £780.00
- f) Strathmore View £875.00

Determination and Valuation

14. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.

15. The Tribunal found that this was a two bedroom property but the absence of a door to the attic bedroom was a factor to be taken into account in assessing the rental value.
16. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord and the Tenant, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £ 795.00 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties including having a door to the second bedroom. Given the absence of a door the Tribunal considered that if the rent would be reduced to £770.00 pcm
17. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) The water damage to the attic bedroom;
 - b) The cracking in the main bedroom and bathroom
 - c) The mould in the main bedroom

The full valuation is shown below:

Starting Rent	<u>£770.00</u> pcm
<u>Less</u>	
a) Items listed in paragraph 17 above	£ 50.00pcm
Open-Market Rent	£ 720.00 pcm

Decision

18. The Tribunal determines the new rent amount at *£720.00* per calendar month with effect from *30 April 2026* which is the date set out in the s13 notice served by the Landlord and the Tenant did not provide any evidence of undue hardship.

Judge R Anderson

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 after 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.

