

|                                                                                   |                                                                                           |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
|  | FIRST - TIER TRIBUNAL<br>PROPERTY CHAMBER<br>(RESIDENTIAL PROPERTY)                       |
| Case Reference                                                                    | MAN/00DA/MRA/2026/0025                                                                    |
| Property                                                                          | 4 Lavender Walk, Richmond Hill,<br>Leeds, LS9 8JB                                         |
| Tenant                                                                            | Mr Ashu Mathias Ashu                                                                      |
| Tenant's Representative                                                           | None                                                                                      |
| Landlord                                                                          | WH Properties Leeds Limited                                                               |
| Landlord's Address                                                                | 26 Fearnville Terrace, Leeds, LS8 3DT                                                     |
| Landlord's Representative                                                         | No.1 Property Management Ltd                                                              |
| Date of Application                                                               | 12 June 2026                                                                              |
| Type of Application                                                               | Determination of an Open-Market Rent<br>under sections 13 & 14 of the Housing<br>Act 1988 |
| Tribunal Members                                                                  | Judge S Wickham<br>Tribunal member Mr J Gallagher<br>MRICS                                |
| Date of Decision                                                                  | 28 September 2026                                                                         |
| Rent Determined                                                                   | £780 per calendar month                                                                   |
| Date of Valuation                                                                 | 13 August 2026                                                                            |
| Date the new rent takes effect                                                    | 11 October 2026                                                                           |

## REASONS FOR THE DECISION

### Background

1. On 18 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £800.00 per calendar month (pcm) in place of the existing rent of £620.00 pcm to take effect from 13 August 2026.
2. On 12 June 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 11 August 2020. The rental period is monthly.

### Validity Of Notice – Section 13B of the Housing Act 1988

4. In his application form, the Tenant indicated that he considered the Landlord's notice to be invalid due to the fact it identified WH Properties Leeds Ltd as the Landlord, but was signed by Mr Hussain and Mr Nazir. The Tenant's case is that this created uncertainty as to the legal identity of the Landlord. The Tenant submitted a formal application for strike-out of the Landlord's notice on the basis that it was invalid. The Tenant submitted that three landlords were purporting to exercise the landlord's right to increase the rent, and that the notice did not state that Mr Hussain or Mr Nazir were acting on behalf of the Landlord in their capacity as directors. The Tenant relied on the case of *Northwood (Solihull) Limited v Fearn & Ors* [2022] EWCA Civ 40 ("*Northwood*") in support of the proposition that the landlord's intention and the tenant's knowledge were irrelevant if there was a defect in the notice.
5. In response, the Landlord stated that it considered the notice valid because WH Properties Leeds Ltd is clearly identified on the Form 4A as the Landlord. Mr Hussain and Mr Nazir signed the notice as directors of the company. The Landlord supplied evidence that WH Properties Leeds Ltd was the registered proprietor of the freehold and had become the Landlord following its purchase of the Property, of which the Tenant had been notified by way of a notice dated 13 August 2025, a copy of which was provided to the Tribunal. The Landlord further provided evidence from Companies House that Mr Hussain and Mr Nazir were directors of the Landlord. The Landlord accepted that it could have been clearer that the form was being signed by Mr Hussain and Mr Nazir as directors of the Landlord, but submitted that the Tenant had actual knowledge of their roles.

6. The Tribunal determines that the notice is valid. WH Properties Leeds Ltd is clearly identified on the Form 4A as the Landlord. The Tribunal is satisfied that Mr Hussain and Mr Nazir were directors of that company at the date of the notice and were therefore authorised to execute the notice on its behalf pursuant to section 44 of the Companies Act 2006. The Tribunal is accordingly satisfied that the notice was validly executed and sufficiently authenticated by the Landlord.
7. Although the Tribunal accepts that it would have been preferable for Mr Hussain and Mr Nazir expressly to state that they were signing in their capacity as directors of the Landlord, the Tribunal finds that this omission did not render the notice invalid. The notice clearly identified the Landlord and, viewed objectively, could not reasonably have misled the Tenant as to the identity of the party giving the notice. The Tenant confirmed that he had always paid rent through the Landlord's managing agent, No. 1 Property Management Ltd.
8. The Tribunal considers that *Northwood* supports the proposition that a statutory notice should not be invalidated by a purely formal defect where the purpose of the notice has not been undermined. The Tribunal is particularly persuaded by the passage from Lord Justice Nugee in *Prempeh v Lakhany* [2020] EWCA Civ 1422, cited in *Northwood*, in which he observed at paragraph 42 that the court should be slow to interpret statutory requirements relating to the form of a notice as invalidating a notice on account of a "purely formal defect" that has not caused prejudice. In all the circumstances, the Tribunal is satisfied that the notice was valid.

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

9. 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.

10. None.

#### Liability for Council Tax

11. 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.

12. None.

### Hearing

13. A hearing was held on 28 September 2026 by video platform. The Tribunal has considered the case on the basis of the written and oral evidence of the parties, the submissions made at the hearing and its own knowledge and specialist expertise.

### The Property

14. The Property is a pavement fronted two-bedroomed terraced house comprising the following accommodation:

Property: living room, kitchen, two bedrooms, one bathroom and a basement area

Outside: yard

The Property benefits from central heating and double glazing

The Property is situated in a mixed residential and commercial area of Leeds close to Leeds City Centre.

### Evidence

15. The parties completed the relevant MR1 (Tenant), MR2 (Landlord) and MR3 (Tenant's Reply) forms. The Landlord sought to submit further evidence after filing its MR2 and after the Tenant had filed the MR3. The Tribunal notified the Landlord that it would be required to make a formal application if it wished to rely upon that evidence. No such application was made. The Tribunal has therefore determined the market rent on the basis of the MR1, MR2 and MR3 forms together with the oral submissions of the parties.

### *The Tenant*

16. The Tenant made the following comments:
- a) The Tenant provided photographic evidence of the yard at the Property, which contained accumulated rubbish and, he said, had led to infestation issues. The Tenant also provided a copy of an inspection report dated 8 July 2025 which identified several repair items at the Property, in particular within the basement. In oral evidence, the Tenant confirmed that the yard had been cleared at the beginning of August. He further

confirmed that, although the disrepair to the basement ceiling identified in the inspection report had been remedied by the Landlord, there was a new issue affecting the basement ceiling in the area where the water meter is situated.

- b) The Tenant confirmed that any remaining items of disrepair were minor, such as peeling paint.
17. The Tenant did not provide comparable rental evidence. The Tenant's principal submission was that the proposed rent increase was unjustified.

### *The Landlord*

18. The Landlord made the following comments:

- a) The Landlord confirmed that the inspection report had been prepared before it became the Landlord and that all repairs identified in the report had been completed. The Landlord submitted that it could provide invoices evidencing those repairs, although no such invoices were produced to the Tribunal.
- b) The Landlord submitted that it did not have access to the yard in order to remove the rubbish and that the Tenant would not provide access. In oral evidence, the Landlord accepted that, once the Tenant had confirmed that he did not have access to the yard, arrangements were made to clear it.
- c) The Landlord accepted that there was a new issue affecting the basement and that remedial works were ongoing.
- d) The Landlord submitted that comparable properties were being marketed at approximately £900 pcm and that it had considered listings on Zoopla and Rightmove, together with Local Housing Allowance information, when assessing the market rent.

19. The following comparables were provided by the Landlord:

- a) Ivy Avenue, Leeds – a two-bedroom terraced house advertised to let at £900 pcm. No information regarding the condition of the property was provided to the Tribunal, although the Landlord confirmed that it was located approximately 0.1 miles from the Property.

- b) St Hilda's Avenue, Leeds – a garden-fronted three-bedroom terraced house advertised to let at £925 pcm. No information regarding the condition of the property was provided to the Tribunal, although the Landlord confirmed that it was located approximately 0.1 miles from the Property.

#### Determination and Valuation

20. 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.
21. Relying on its own expertise and general knowledge of rental values in the area, together with the comparable evidence provided by the Landlord, the Tribunal considers that the market rent of the subject Property, if presented in reasonably good condition, would be in the order of £800.00 pcm. The Tribunal found the sparse comparable evidence provided by the Landlord to be of limited assistance. It noted that the comparables relied upon were advertised rather than achieved rents and that St Hilda's Avenue was a three-bedroom property. Nevertheless, the evidence provided some support for the Tribunal's own assessment of rental value. This is the rent that the Tribunal would expect the Property to achieve on the open market at the valuation date if it were in reasonably good condition.
22. From this level of rent, the Tribunal has made adjustments in relation to the following:
- a) Disrepair at the Property, in particular in relation to the basement ceiling

The full valuation is shown below:

|                                |                |     |
|--------------------------------|----------------|-----|
| Starting Rent                  | <u>£800.00</u> | pcm |
| <u>Less</u>                    |                |     |
| a) Disrepair referred to above | £20.00         |     |
| Open-Market Rent               | £780.00        | pcm |

### Undue hardship

23. The new rent takes effect from the beginning of the first new period of the tenancy commencing on or after the date of the Tribunal's 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.
24. The Tenant asked the Tribunal to fix a later commencement date in this case. The Tenant submitted that he would suffer undue hardship because he had been a full-time student until 3 May 2026 and had not yet secured employment.
25. In response to the Tenant's request, the Landlord asked the Tribunal to take into account the fact that it has borrowing secured against the Property and struggles to meet the repayments without receipt of the rent.
26. The threshold for establishing undue hardship is a high one. The Tenant has produced limited evidence in support of his submissions. On the evidence before it, the Tribunal is not satisfied that the increase taking effect from the statutory commencement date would cause undue hardship beyond the ordinary hardship that may be associated with an increase in rent. The Tribunal therefore declines to exercise its discretion to fix a later commencement date.

### Decision

27. The Tribunal determines the new rent at £780.00 per calendar month with effect from 11 October 2026, being the beginning of the first new period of the tenancy commencing on or after the date of the Tribunal's determination.

### 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.