	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00CM/MNR/2026/0302**
Property	**3 Pennycross Road, Pennywell, Sunderland, SR4 0HW**
Tenant	**Bliss Forster**
Tenant's Representative	**None**
Landlord	**Keith Allan Birtley**
Landlord's Address	**C/o Sweeney Miller Law LLP, Sweeney Miller House, Riverbank Road, Sunderland, SR5 3JJ**
Landlord's Representative	**Sweeney Miller Law LLP**
Date of Application	**19 May 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Joe Fraser FRICS** **Ransford Stewart MBE**
Date of Decision	**29th October 2026**
Rent Determined	**£170 per week**
Date of Valuation	**25 May 2026**
Date the new rent takes effect	**25 May 2026**

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REASONS FOR THE DECISION

Background

1. On 17 April 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £180.00 per week in place of the existing rent of £100.00 per week to take effect from 25 May 2026.

2. On 19 May 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 1 September 2019. The rental period is weekly.

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

4. At section 4.2 of the MR1 form the Tenant ticked "yes" to the question "Do you agree that the [section 13 notice] served is valid?"

5. Dated 14 July 2026, Mr S Wanderer of this Tribunal made an Order proposing to strike out the application, due to the Notice of Increase potentially being defective. The reason being that the proposed effective date of the rent increase does not appear to be a date which is the commencement of a new period of the tenancy.

6. The parties were invited to make written representations.

7. The Tenant submits that they agree with the Tribunal's provisional view that the section 13 notice appears not to comply with the statutory requirements. They invite the Tribunal to make a determination based on the information before it. They do not provide any comment on what day of the week the rent is paid.

8. The Landlord submits that the initial six-month period commenced on 1 September 2019, a Sunday. The final day of the fixed term was 1 March 2020 and therefore the statutory periodic tenancy commenced immediately thereafter on 2 March 2020, a Monday. It is the Landlord's position that each subsequent period of the tenancy ran Monday to Sunday, not Sunday to Saturday. They further say that since the end of the fixed term, the rent has always been paid on a Monday.

9. Based on the submissions before us, we accept the submissions made by the Landlord being that the tenancy ran Monday to Sunday and accordingly we determine that the notice is valid.

Allocation of Repairs between Landlord and Tenant.

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

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

11. None.

Liability for Council Tax

12. 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.

13. None.

Hearing

14. 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

15. The Property is a semi-detached house offering the following accommodation:

    Property: porch, living room, dining room, kitchen, three bedrooms, bathroom/wc

    Outside: garden, garage

    The Property benefits from gas fired central heating, double glazed windows and floor coverings.

Evidence

16. The parties completed the relevant MR1 (tenant), Rents 1A (Landlord's Reply) and Rents 1B (Tenant's reply form to Landlord's Rents 1A) forms.

The Tenant

17. The Tenant made the following comments:

    a) The Tenant submits that the rent increase from £100 - £180 per week is excessive, the property has longstanding repair and maintenance issues, the proposed rent increase exceeds market value, landlord's comparables are not truly comparable and that the property's condition should reduce its rental value. They propose an increase to £120 per week.

18. The Tenant did not provide comparable rental evidence.

The Landlord

19. The Landlord made the following comments:

    a) The Landlord submits that no defects had been reported and that there was a valid EICR. They say that similar 3 bedroom properties in the area let for £160 - £230 per week. They say that the photographs provided by the tenant show a house in typical condition for its type.

20. The Landlord provided comparable evidence in the form of two best price guides dated 16 July 2025 and 25 March 2026. They show details of seventeen properties listed to let at various dates with asking rents of circa £150 - £231 per week and include 2 and 3 bedroom properties in the locality.

Determination and Valuation

21. 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.

22. The Tribunal notes the internal photographs provided by the Tenant. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the Market Rent of the subject Property in average condition would be in the order of

£170.00 per week. This is the rent we would expect the property to let for in the open market at the valuation date it being in the same general condition as the comparable properties.

Open-Market Rent **£170.00 per week.**

Undue hardship

23. The new rent takes effect from the date specified in the section 13 notice. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date of its determination.

24. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because they are disabled, unwell, a single parent, rely on Universal Credit and benefits, that the proposed rent exceeds the Local Housing Allowances, they are on the housing register with priority banding and risk rent arrears if the increase takes immediate effect.

25. The Landlord states they sympathise with the tenant's situation however they rely on rental payments as income and the existing rent is no longer sustainable.

26. The threshold for demonstrating undue hardship is high. The Tenant has produced no documentary evidence to support their submissions. On the basis of the evidence provided, the Tribunal considers that for the increase to take effect from the date specified in the notice would not cause undue hardship and does not fix a later starting date.

Decision

27. The Tribunal determines the new rent amount at £170.00 per week with effect from 25 May 2026, the date of the new rent stated with the section 13 Notice.

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.