	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**CAM/34UE/MNR/2026/0113**
Property	**35 Havelock Street, Kettering, NN16 9PZ**
Tenants	**Chinwe Arinze** **Chinedu Arinze**
Tenant's Representative	**N/A**
Landlord	**Stephen Parrott**
Landlord's Address	**39 York Road, Northampton, NN1 5QJ**
Landlord's Representative	**Greatlets Ltd**
Date of Application	**8 May 2026**
Type of Application	**Determination of a Market Rent under sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Banks** **Tribunal Member Julie Rossiter MRICS**
Date of Decision	**28 October 2026**
Rent Determined	**£850 pcm**
Date the new rent takes effect	**19 July 2026**

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REASONS FOR THE DECISION

Background

1. On 15 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £900 per calendar month(pcm) in place of the existing rent of £850 pcm to take effect from 18 May 2026.

2. On 8 May 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.

3. The assured tenancy commenced on 18 August 2025 for a term of 12 months ending on 17 February 2026. The rental period is monthly.

Validity of section 13 Notice

4. The Tenants have indicated in their application that the section 13 Notice was invalid. They state that although the Notice is dated 15 April 2026 they did not receive the Notice until 2 May 2026. They further challenge the Notice due to the condition of the subject Property.

The Law

5. Prior to the introduction of the Renters' Rights Act 2026, Section 13(2) of the Act set out the following:

> *For the purpose of securing an increase in the rent under a tenancy to which this section applies, the landlord may serve on the tenant a notice in the prescribed form proposing a new rent to take effect at the beginning of a new period of the tenancy specified in the notice, being a period beginning not earlier than …one month after the date of service.*

The Issues

6. The Tribunal must determine that it has jurisdiction to hear the Application by reference to validity of the Notice, in order to then commence a determination under section 14 of the Act.

7. Prior to the introduction of the Renters' Rights Act 2025 on 01 May 2026, it was clear that the Tribunal did not have jurisdiction to determine whether a section 13 Notice was valid. That is an issue for the County Court, and, as the Notice predates the introduction of the Renters' Rights Act then, in this case, that remains the purview of the County Court.

8. The Tribunal's jurisdiction is limited to the determination of a rent under section 14 of the 1988 Act. However, the Tribunal must be able to decide whether or not its jurisdiction is properly engaged. This is confirmed at paragraph 48 of *Mooney v Whiteland* [2023] EWCA Civ 67 where it states that despite the conclusion that validity is a matter for the court, "*That is not to say that a rent assessment committee may not sometimes need to take a view whether a notice is valid. If it considers that a notice is invalid, it may decline to proceed until the question [sic] has been determined by the court. Conversely, if it considers that a notice is valid and that objections are without substance, it may proceed to determine the appropriate rent, but its determination will not prevent a tenant from disputing the validity of the notice*".

9. Further, Males LJ considered the decision in *R(Morris) v London Rent Assessment Committee* [2002] EWCA Civ 276 where Lord Justice Mummery said that "There is no doubt…. that the committee had power to determine the validity of the notice**;** it was a matter going to its jurisdiction to set the rent**."** At first instance in *Morris*, the committee had said that :

> "11. The committee takes the view that it cannot make a decision on the issue of the validity of the notice which is binding for all purposes. However, it is entitled to decide whether it is satisfied, on balance, that the legal and factual matrix forming the background to the application demonstrates that it has jurisdiction. In this case the committee were satisfied that the applicants had made out a strong prima facie case that the 1954 Act notice was invalid."

10. The Tribunal cannot determine validity of the Notice for all purposes, which would (in this case) be a matter for the County Court. However, in order to determine whether its jurisdiction is engaged, the Tribunal must form a view on the material before it..

11. The Tribunal notes that the condition of the Property is not relevant to the validity of the Notice and does not provide a basis upon which the Notice could be challenged.

12. Section 13(2) of the Housing Act 1988 provides that a landlord may propose a new rent by serving a notice in the prescribed form, specifying a rent to take effect at the beginning of a new period of the tenancy, such period commencing not less than one month after service of the notice.

13. In the present case, the proposed rent was stated to take effect on 18 May 2026. Although the Notice is dated 15 April 2026, the Tenants submit that it was not

received until 2 May 2026, which, if correct, would result in less than one month's notice being given.

14. The Landlord disputes the Tenants' account and, within the MR2 response, states that the Notice was posted on 15 April 2026. In support of that contention, the Landlord has produced a certificate of posting issued by the Post Office in Northampton recording that an item was sent to the Property address at 11:19am on 15 April 2026. Given that the certificate bears the same date as the Notice and there is no evidence before the Tribunal suggesting that a different item was posted, the Tribunal accepts, on the balance of probabilities, that the Notice was posted on 15 April 2026. In those circumstances, the Tribunal considers it more likely than not that the Notice was delivered within the ordinary course of post and received sufficiently in advance of 18 May 2026 to satisfy the statutory notice requirements.

15. Having considered the evidence before it, the Tribunal is not persuaded that there is any sufficient basis for concluding that the Notice is invalid. Whilst the ultimate determination of validity remains a matter for the County Court, the Tribunal is satisfied, for the purpose of establishing its own jurisdiction, that the Notice was effective to engage the Tribunal's powers under section 14 of the Housing Act 1988. The Tribunal therefore concludes that it has jurisdiction to determine the Application.

Allocation of Repairs between Landlord and Tenant.

16. 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

17. None

Liability for Council Tax

18. The Tenants are 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

19. None

Inspection/Hearing

20. An inspection took place on 28 October 2026. Both Judge Banks and Ms Rossiter were in attendance as were the Tenants and Sundip Dresi, the Landlord's representative.

21. The Property is a two-storey mid-terraced house accessed directly from the street pavement. It benefits from double glazing throughout and gas central heating supplied by a wall-mounted boiler serving radiators in all rooms. The inspection took place in dry and clear weather conditions.

22. The accommodation comprises an entrance hall, one living room, a small kitchen, two bedrooms, one bathroom, an unused cellar and a rear garden with gated access to the rear alleyway.

23. Externally, the Property appeared to be in reasonable condition for its age and type. The rainwater goods appeared serviceable, although they would benefit from routine maintenance and periodic clearing of accumulated debris. No significant evidence of water ingress, structural movement, or external disrepair was noted during the inspection.

24. Internally, the Property was generally functional but showed signs of wear and tear consistent with long-term occupation. Carpets and floor coverings throughout were worn. The laminate flooring within the living room also showed wear, including scuffing, surface damage and areas of deterioration.

25. The Property is entered via a small entrance hall leading to the living room and staircase. The living room is located at the front of the Property and is finished with wood-effect laminate flooring. To the rear is a small kitchen with tiled flooring and painted walls. The kitchen contains a sink unit together with fitted base and wall-mounted cupboards. The Landlord has recently replaced the single oven and also provides the gas hob and externally vented extractor fan. The washing machine and fridge within the kitchen, together with a freezer located in the living room, were reported to belong to the Tenants. The kitchen provides access to an unused cellar and the rear garden.

26. The staircase, which is covered with worn carpet, leads to the first-floor landing, bathroom and two bedrooms. The bathroom comprises a bath, wash hand basin and WC. The bath is fitted with a mixer tap and shower-head attachment; however, the tenant reported that the shower attachment was leaking and there was no separate shower facility. The WC and extractor fan had recently been replaced by the Landlord. The sealant around the bath and adjoining floor coverings was visibly worn in places and would benefit from renewal.

27. The first-floor accommodation comprises a standard double bedroom to the front and a smaller double bedroom to the rear. The rear bedroom contains a fitted cupboard housing the boiler.

28. Some of the UPVC window frames and surrounds exhibit deterioration to sealant and decorative finishes, with areas of cracked, worn and missing sealant visible. Whilst no significant dampness was observed internally, these areas would benefit from maintenance and re-sealing to ensure the continued weather-tightness of the windows.

29. Overall, the Property provides modest but adequate accommodation comprising two bedrooms, one living room, a small kitchen and one bathroom. It benefits from double glazing and gas central heating and was generally found to be in reasonable condition. The principal defects noted during the inspection were worn floor coverings, deterioration to some window sealant, worn sealant around the bath, and the tenant's report of a leaking shower-head attachment. No significant damp, mould growth or water penetration was observed at the time of inspection.

Evidence

30. Both the Tenants and the Landlord returned the Tribunal's Reply forms.

The Tenants

31. The Tenants submitted that the Property is in a poor state of repair and described it as being in a dilapidated condition. She stated that, despite having occupied the Property for approximately 14 to 15 months, the Landlord did not carry out repairs until she threatened to report the matter to the local authority's housing department. The Tenants stated that works were undertaken on or around 15 April 2026, when the Landlord attended to decorate the bedroom and bathroom.

32. The Tenants contended that the proposed rent increase was issued shortly after those works were completed and asserted that the condition of the Property does not justify an increase in rent. They maintained that further repairs remain outstanding and that the Property should be inspected by appropriate housing authorities.

33. The Tenants further submitted that the notice period provided for the rent increase was inadequate. They stated that the form indicated that at least two months' notice should be given before a rent increase takes effect, whereas they believed they were provided with less than two weeks' notice. The Tribunal has already considered the issue of notice and jurisdiction above. The Tribunal notes that, as the Notice was served prior to the commencement of the Renters' Rights

Act 2025, the applicable statutory regime is that contained within the Housing Act 1988. Accordingly, the relevant notice period was one month, rather than the two-month period relied upon by the Tenants. For the reasons already set out, the Tribunal is satisfied that the Notice was served in sufficient time to comply with the statutory requirements and that its jurisdiction to determine the Application is properly engaged.

34. The Tenants also stated that the Landlord had threatened adverse consequences in relation to their credit record in connection with the rent increase and rent payments. They explained that they had raised the matter with the Tribunal prior to the May 2026 rent payment.

35. In addition, the Tenants submitted that they had informed the Landlord on 19 March 2026 of their intention to report the matter to the Ombudsman, following which some repair works were undertaken. However, they maintained that significant issues remain unresolved and that the Property should not be subject to a rent increase until all necessary repairs have been completed.

36. Finally, the Tenants stated that the situation has caused distress to their household and expressed the view that further investigation into the condition of the Property is required.

37. The Tenants did not provide any comparable properties.

The Landlord

38. The Landlord submitted that the Tenant had not provided any supporting evidence in respect of the complaints raised regarding the condition of the Property.

39. The Landlord further stated that a substantial amount of repair and maintenance work had been carried out between March 2025 and April 2026. According to the Landlord, this included repairs to the front door, rear gate and an external wall, repairs to a leaking toilet pipe, repairs to the hall light, replacement of the oven, repainting of the bathroom, treatment and removal of mould, replacement of the shower curtain, replacement of taps, rebuilding of the kitchen drain, replacement of a door handle, resealing works and repointing to an external wall. The Landlord also stated that the bedroom had been redecorated with painting and wallpapering.

40. The Landlord's position was that significant works had been undertaken to address issues raised by the Tenants and that a considerable proportion of the reported disrepair arose as a result of the heating not being used within the Property.

41. The Landlord sought to support the proposed rent by reference to a number of purportedly comparable two-bedroom terraced properties said to be located within approximately 0.5 miles of the subject Property. These included properties on Nelson Street (£895 pcm), Wood Street (£925 pcm), Lindsay Street (£925-£1,000 pcm), Dalkeith Avenue (£925 pcm), Barnwell Street (£925 pcm), Field Street (£1,000 pcm), Crown Street (£1,175 pcm), Bath Street (£925 pcm) and Tresham Street (£900 pcm). The Landlord further asserted that there were other comparable properties advertised at rents in excess of £900 per month.

42. However, the Landlord did not provide any supporting evidence of these alleged comparables. No property particulars, photographs, floorplans, letting particulars, dates of advertisement, details of condition, size, accommodation, location, or other relevant characteristics were produced. Consequently, the Tribunal is unable to verify the existence of the purported comparables or assess the extent to which they are genuinely comparable to the subject Property.

43. Whilst the Landlord suggested that the Tribunal could readily verify the comparables itself, it is not the Tribunal's role to undertake independent investigations or to search for evidence on behalf of either party. The burden rests upon the parties to place before the Tribunal such evidence as they wish to rely upon in support of their respective cases. If a party seeks to rely upon comparable market evidence, it is incumbent upon that party to provide sufficient details to enable the Tribunal to evaluate the evidence and afford it appropriate weight.

44. The Tribunal also notes that the Landlord has not produced any evidence of rents achieved in respect of its own lettings of similar properties, notwithstanding that such evidence may have been available to it. In the absence of supporting documentation, the Tribunal is unable to undertake any meaningful comparison between the purported comparables and the subject Property. Accordingly, the Tribunal attributes little, if any, evidential weight to the figures provided by the Landlord.

Determination and Valuation

45. The Tribunal has considered all of the evidence before it, including matters not expressly referred to in these reasons, and has given such weight to that evidence as it considers appropriate.

46. Neither party provided the Tribunal with any comparable rental evidence supported by property particulars, photographs, floor plans, tenancy agreements or other documentary material from which a proper comparison could be undertaken. Whilst the Landlord referred to a number of purported comparable properties, no evidence was provided to substantiate those assertions and the Tribunal was therefore unable to place any weight upon them. In the absence of

reliable comparable evidence from either party, the Tribunal has relied upon its own knowledge and experience of the local residential lettings market, together with the evidence obtained during the inspection. Having regard to those matters, the Tribunal considers that the market rent for a similar two-bedroom mid-terraced property in this locality, presented in good modern condition and repair, would be £900 per calendar month.

47. However, the subject Property is not of a modern specification and, as observed during the inspection, exhibits a number of factors adversely affecting its rental value, including worn carpets and floor coverings, worn laminate flooring, deterioration to sealant around the bath and to certain window surrounds, and a generally dated internal condition. Taking those matters into account, the Tribunal considers a deduction of £50 per calendar month to be appropriate. Accordingly, the Tribunal determines the open market rent of the Property to be £850 per calendar month, being the same as the rent presently payable.

Market rent **£850 pcm**

Undue hardship

48. The new rent takes effect from the date specified in the Landlord's Notice of Increase 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 the date a Tribunal makes its determination.

49. The Tenants have asked the Tribunal to fix a later starting date in this case. They say they will otherwise be caused undue hardship as only one member of the household is working and they have 2 boys to care for.

50. The Tribunal accepts that any increase in rent may have an impact upon a tenant's financial circumstances. However, a finding of undue hardship requires evidence from which the Tribunal can properly assess the nature and extent of the hardship alleged. No such evidence has been provided in this case. In any event, the Tribunal has determined that the open market rent of the Property is £850 per calendar month, which is the same as the rent currently payable by the Tenant. As the Tribunal's determination does not result in any increase in rent, it is unlikely that the determination will cause hardship to the Tenant.

Decision

51. Therefore, the Tribunal determines the market rent will remain at £850 per calendar month.

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.