	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00CY/MNR/2026/0268**
Property	**42 Godfrey Road, Halifax, HX3 0SU**
Tenant	**Anita Filby**
Tenant's Representative	**n/a**
Landlord	**Mohammad Afzal**
Landlord's Address	**67-71 Lewisham High Street, London, SE13 5JX**
Landlord's Representative	**n/a**
Date of Application	**08 May 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Tribunal Judge Steer & Mr Hossain MRICS**
Date of Decision	**09 November 2026**
Rent Determined	**£550.00 per calendar month**
Date the new rent takes effect	**13 May 2026**

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REASONS FOR THE DECISION

Background

1. On 04 March 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 ("Act") which proposed a new rent of £1,050.00 per calendar month (pcm) in place of the existing rent of £550.00 pcm to take effect from 13 May 2026 ("Notice").

2. On 08 May 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 ("Application").

3. The current tenancy commenced on 13 January 2007. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per tenancy agreement and 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.

5. There are no service charges payable by the Tenant and the Property was let to the Tenant on an unfurnished basis save for the provision of a free-standing gas cooker and hob in the kitchen.

Liability for Council Tax

6. 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.

7. None.

Inspection

8. The Tenant requested an inspection of the Property but did not request an oral hearing. The Landlord did not respond to the Application, but he did make an Order 1 Application on 28 October 2026 seeking to cancel the inspection. This was refused by the Tribunal for the reasons detailed in the Tribunal's email of 29 October 2026.

9. The Panel attended the Property on 2 November 2026. The Tenant and her daughter were in attendance at the Property inspection. The Landlord did not attend. The Tribunal has considered this case on the basis of the Property inspection, the papers provided by the Tenant and its own knowledge and specialist expertise.

The Property

10. The Property is a 3-bedroom semi-detached house located in the Skircoat Green area of Halifax. The Property offers the following accommodation:

    Internal: Entrance hallway, living room, dining room, kitchen and downstairs w/c on the ground floor. 3 bedrooms and a bathroom on the first floor.

    External: Gardens to the front and rear with a driveway.

    The Property has gas central heating and UPVC doors and windows.

Evidence

11. The Tenant completed the relevant MR1 form. The Landlord did not respond to the Application or provide the MR2 form (Landlord's Reply).

The Tenant

12. The Tenant made the following comments relevant to the determination of a market rent for the Property in the Application and supporting evidence:

    (a) That the Property is currently affected by ongoing disrepair which significantly impacts the rental value of the Property. The Tenant alleges that no repairs have been undertaken at the Property in the past 6 years. The disrepair effecting the Tenant includes but is not limited to damp, mould, leaks which have resulted in the ceiling collapsing in the kitchen, ongoing issues with the electrics, ongoing issue with windows (including the inability to open and/or lock some of the windows) and a failure by the Landlord to carry out gas safety checks.

(b) That a monthly rent of £750 pcm would be a fair price to pay as a lot of repair works remains outstanding.

(c) That Calderdale Council served an improvement notice on the Landlord on 08 March 2024 under reference no: 24/00094/HHAIN3 ("Improvement Notice"). The Improvement Notice obliged the Landlord to undertake a schedule of works at the Property to be completed by 10 May 2024 to remedy a number of category 1 and 2 hazards at the Property as detailed in the Improvement Notice

(d) That the rent increase would cause the Tenant hardship because *"paying the rent increase would leave me with no money at all"*.

13. The Tenant did not provide any comparable properties with regards to rental valuation.

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. Relying on its own expertise and general knowledge of rental values in the area and the written submissions by the parties, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,050.00 pcm. A rent of £1,050 pcm is the rent we would expect the property to let for in the open market in good condition at the valuation date.

16. From this level of rent, the Tribunal has made adjustments in relation to the following:

(a) Landlord's neglect – the condition of the Property. During the inspection, the Tribunal observed extensive and longstanding defects throughout the Property. The Tribunal also noted that Calderdale Council had previously served an Improvement Notice identifying a number of category 1 and 2 hazards at the Property. The condition observed by the Tribunal was broadly consistent with many of the matters identified within the Improvement Notice. The Tribunal found that the condition of the Property was substantially below that which a

prospective tenant would ordinarily expect of a three-bedroom semi-detached family home in this location. The defects were not isolated or cosmetic in nature. Rather, they were widespread throughout the Property and affected multiple rooms and facilities. The most significant matters identified by the Tribunal included:

i) Damp and mould growth. Extensive dampness and mould were present throughout large parts of the Property, including the living accommodation, circulation areas, bathroom and bedrooms. In some areas the mould growth was significant and readily apparent upon inspection. The extent and prevalence of the damp and mould materially affected the condition and enjoyment of the Property. The Tribunal considered the extent of the damp and mould growth to be exceptional and significantly in excess of that commonly encountered in market rent inspections.
ii) Electrical concerns – The Tribunal observed that the lighting circuit was not functioning properly at the time of the inspection. The Tenant also reported frequent electrical tripping. Such defects would be of significant concern to a prospective tenant and adversely affect rental value.
iii) Staircase and flooring hazards**.** There was no floor covering to the staircase or first-floor landing and no handrail was present. The Tribunal was informed that the floor coverings had been removed because of mould growth. These defects adversely affected both appearance and safety.
iv) Water penetration and consequential damage. The Tribunal noted a partial collapse of the kitchen ceiling arising from a leak from the bathroom above, together with evidence of ongoing water ingress elsewhere within the Property.
v) Defective plumbing. The kitchen tap produced only a very limited flow of hot water. This represented a significant reduction in the utility and amenity of the Property.
vi) Defective windows. The Tribunal observed that a number of windows had been sealed with duct tape by the Tenant in an apparent attempt to mitigate draughts and water ingress. This was consistent with the Tenant's complaints regarding the condition of the windows.

Having considered the cumulative effect of these matters, the Tribunal concluded that the defects were serious, extensive and materially affected the occupier's use and enjoyment of the Property. The Tribunal considers that a willing tenant in the open market would pay substantially less for the Property in its actual condition than for an equivalent three-bedroom semi-detached property in reasonable repair and decorative order. The Tribunal therefore considers that a reduction

of £450 pcm from the market rent otherwise attributable to the Property is appropriate to reflect the effect of the landlord's neglect on rental value.

(b) Tenant's improvements – the Tenant had replaced the Landlord's white goods at the Property with the exception of the gas cooker and hob.

The full valuation is shown below:

Starting Rent			£1,050.00 pcm
Less			
a)	Items given under a) above	£ 450.00	
b)	Items given under b) above	£ 50.00	£ 500.00 pcm
Open-Market Rent			**£550.00 pcm**

Undue Hardship

17. The new rent takes effect from the date specified in the Landlord's notice unless doing so would cause undue hardship to the Tenant. In cases of undue hardship, the Tribunal has discretion to fix a later date for the commencement of the new rent, up to the date of its decision.

18. In her Application, the Tenant stated that the proposed rent increase would cause her financial hardship, as she would be left with no money at all each month if the increase were implemented. However, as the Tribunal has determined that there is no difference between the rent payable before and after the Application, the issue of undue hardship does not arise and requires no further determination.

Decision

20. Therefore, the Tribunal determines that the market rent should remain at £550.00 pcm.

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.