	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00FA/MNR/2026/0122**
Property	**124 Bricknell Avenue, Hull, HU5 4JU**
Tenant	**Annette Lesley Baker**
Tenant's Representative	**Clarence Baynes**
Landlord	**Paul Pettitt**
Landlord's Address	**1 Meadow Court, Newport, Brough, HU15 2HX**
Landlord's Representative	**Hannah Pinder, Ultralets, Block A Unit 7B Flemingate, Beverley, HU17 0NQ**
Date of Application	**10 March 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge L White** **Tribunal Member J Gittus MRICS**
Date of Decision	**11 November 2026**
Rent Determined	**£550.00 per calendar month**
Date the new rent takes effect	**25 March 2026**

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REASONS FOR THE DECISION

Background

1. On 12 February 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, stated in the notice to be £575.00 pcm to take effect from 25 March 2026.

2. On 10 March 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.

3. The Parties stated the tenancy commenced 25 June 2014. The rental period is monthly.

Tenant Application to adjourn hearing

4. The Tribunal considered the Tenant's application for an adjournment made by email dated 1 November 2026. The Tenant submitted that the proceedings should be postponed because investigations by Hull City Council's Environmental Health Team concerning possible subsidence at the Property remain ongoing. The Tenant stated that additional level-monitoring reports are awaited and that the local authority has not yet reached a final conclusion. The Tenant contended that the outcome of those investigations may be relevant to the Tribunal's assessment of the condition of the Property and therefore its market rental value. The Landlord's representative confirmed that monitoring remains ongoing, that further level-monitoring reports are required, and that a final decision has not yet been reached. However, the Landlord's representative was unable to identify any timescale within which the monitoring programme would conclude or a final report would be produced.

5. In determining the application, the Tribunal had regard to the overriding objective contained in Rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013. The Tribunal is required to deal with cases fairly and justly, which includes ensuring, so far as practicable, that the parties are able to participate fully in the proceedings, dealing with cases proportionately, avoiding unnecessary delay, and making proper use of the Tribunal's specialist expertise. The Tribunal therefore considered whether the evidence said to be awaited was likely to be material to the issues before it and whether the reference could be fairly determined on the evidence presently available.

6. The Tribunal noted that the local authority's investigations have already been ongoing for a considerable period, apparently in excess of one year. Whilst further monitoring reports are expected, neither party was able to identify when those investigations would be completed or when a final report or decision would become available. The application therefore sought, in effect, an adjournment for an uncertain and potentially lengthy period.

7. The Tribunal's task under section 14 of the Housing Act 1988 is to determine the rent at which the dwelling-house might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy. The relevant valuation date in this case is 25 March 2026, being the date on which the rent proposed in the section 13 notice was to take effect. The Tribunal recognises that the hearing and inspection took place some months after that date. However, evidence obtained after the valuation date is capable of assisting the Tribunal insofar as it sheds light upon the condition of the Property at the valuation date. The distinction is that the Tribunal is valuing the Property as at 25 March 2026, albeit on the basis of all relevant evidence available at the date of the hearing.

8. The Tribunal accepted that any future report arising from the monitoring programme may assist in determining the precise cause, extent or progression of any structural movement affecting the Property. Such evidence may also be relevant to any decision taken by Hull City Council concerning the exercise of its regulatory or enforcement functions. However, the Tribunal was not satisfied that the absence of such a report prevented it from carrying out its statutory task.

9. The issue for the Tribunal is not whether subsidence can ultimately be established for engineering, regulatory or enforcement purposes. Rather, the Tribunal must determine the market rent of the Property having regard to its condition at the relevant valuation date. To the extent that cracking, distortion, uneven floors, movement or other physical defects are present, the Tribunal is able to assess the existence and significance of those matters from the evidence before it and from its own inspection of the Property. Whether those defects are ultimately attributed to active subsidence, historic subsidence, settlement or some other cause may be relevant to other proceedings, but it does not follow that a final engineering conclusion is necessary before the Tribunal can assess the effect of the observed condition of the Property upon market rent.

10. If the extent or significance of those defects remains disputed, the Tribunal is satisfied that it is capable of reaching findings on the evidence before it and following its inspection, without awaiting the outcome of investigations of uncertain duration.

11. Having considered the Tenant's submissions, the nature of the evidence said to be awaited, the uncertain timescale for completion of the monitoring programme, and the Tribunal's ability to determine the relevant issues on the evidence presently available, the Tribunal concluded that the likely benefit of awaiting a future report was outweighed by the prejudice arising from further delay. The Tribunal was satisfied that it could fairly determine the rent as at 25 March 2026 on the basis of the evidence before it and following its inspection of the Property. Having regard to the overriding objective, the Tribunal therefore refused the Tenant's application for an adjournment and directed that the hearing proceed. Following the Tribunal's ruling, the Tenant confirmed that she was content for the hearing to proceed.

Validity Of Notice

12. The Tenant contends that the section 13 notice is invalid. The Tenant's position is that the notice contains an incorrect answer to Question 3, which asks for the date on which the first increase in rent after 6 April 2003 took effect. The notice states that the date was 25 August 2024. The Tenant maintains that there had been no previous rent increase during the tenancy, which commenced on 25 June 2014, and that the information provided in the notice is therefore incorrect. The Tenant argues that the defect renders the notice invalid and submits that, if the notice is invalid, the Tribunal has no jurisdiction to determine a market rent.

13. The Landlord, through its agent Hannah Pinder of Ultralets, seeks to rely upon the section 13 notice and the proposed rent of £800 per calendar month. No express concession as to validity appears within the bundle. No separate written submissions addressing the Tenant's validity challenge have been identified within the bundle.

14. A notice under section 13 of the Housing Act 1988 is not invalid merely because it contains an error. The correct approach is to consider the notice as a whole and ask whether a reasonable recipient, with knowledge of the relevant background facts available to the recipient, would have understood the notice to convey the information that the statute requires. Minor errors which do not mislead or prejudice the recipient will not invalidate a notice.

15. The House of Lords in *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* [1997] AC 749 established that the question is how a reasonable recipient would understand the notice. A notice will generally remain effective notwithstanding a mistake if the recipient would nevertheless be left in no reasonable doubt as to its meaning and effect. The focus is on substance rather than form. The Tribunal must therefore consider whether an incorrect date in the notice would have caused a reasonable tenant to be misled about the proposed rent increase or the action required in response to the notice.

16. The Tribunal has considered the Tenant's submission that the notice is invalid because Question 3 records that the first increase in rent after 6 April 2003 took effect on 25 August 2024 when, on the Tenant's case, there had in fact been no previous increase in rent since the commencement of the tenancy on 25 June 2014.

17. The Tribunal accepts that the information entered in Question 3 is inaccurate. However, the Tribunal does not consider that the error renders the notice invalid.

18. Applying the approach set out in *Mannai*, the Tribunal must consider how the notice would be understood by a reasonable recipient in possession of the relevant background knowledge. Viewed objectively, the purpose of the notice was plain. The notice clearly identified the Property, the parties, the existing rent of £575 per calendar month, the proposed rent of £800 per calendar month, and the proposed effective date of 25 March 2026. The Tenant plainly understood the notice to be a proposal to increase the rent from £575 to £800 with effect from that date, as demonstrated by the Tenant's timely reference of the notice to the Tribunal for determination.

19. The Tribunal is not satisfied that the incorrect answer to Question 3 could reasonably have misled the Tenant as to the nature or effect of the notice, the rent being proposed, the date from which the increase was intended to take effect, or the Tenant's right to refer the notice to the Tribunal. Nor is the Tribunal satisfied that any prejudice has arisen from the error.

20. In those circumstances, the Tribunal finds that the defect is not a material defect going to the substance or effect of the notice. A reasonable recipient would have been left in no doubt as to the meaning and operation of the notice. The notice complied with the statutory requirements notwithstanding the error in Question 3 and was effective to propose a new rent under section 13 of the Housing Act 1988.

21. Accordingly, the Tribunal rejects the Tenant's challenge to validity and is satisfied that it has jurisdiction to determine the market rent.

Allocation of Repairs between Landlord and Tenant.

22. 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.

23. No service charges were identified as part of or separately from the rent and the Property was let unfurnished.

Liability for Council Tax

24. 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.

25. None

Inspection and Hearing

26. Both parties requested an inspection of the Property. The Tenant also requested a hearing. The Tribunal issued directions that both an inspection and a hearing would take place.

27. The inspection took place on the 11 November 2026. Present at the inspection was the Tenant and her brother Mr Clarence Baynes who acted as her representative. The hearing took place on 11 November 2026 at 12pm at Grimsby Magistrates Court. Present were the Tenant and Mr Baynes. There was no attendance from the Landlord and the Landlord's agent.

28. Pursuant to Rule 34 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal may proceed with a hearing in the absence of a party where it is satisfied that the party has been notified of the hearing and that it is in the interests of justice to do so. The Tribunal was satisfied that the Landlord, via his agent in these proceedings, had been properly notified of the hearing. The Landlord's agent had participated in the proceedings by completing a Rents 1A form and submitting evidence on behalf of the Landlord. The Tribunal was satisfied that notice of the hearing had been properly given and that it was fair and in accordance with the overriding objective to proceed in their absence.

29. The Tribunal has considered this case on the basis of the inspections, the papers provided by the parties and the submissions made at the hearing along with its own knowledge and specialist expertise.

The Property

30. The Property is a three bedroomed semi detached property. The Property comprises living room, dining room, kitchen, three bedrooms and a bathroom.

The Property has a front and rear garden along with a garage to the rear accessed from a shared driveway.

31. The Property has gas central heating and double glazed windows.

Evidence

32. The Tenant completed the Rents 1 and Rent 1B. The Landlord completed a Rents 1A.

The Tenant

33. The Tenant does not advance a specific alternative rental figure. In the application, the Tenant states that the appropriate market rent is "unknown" because the condition of the Property requires assessment by the Tribunal.

34. The Tenant's case is that the proposed increase from £575 to £800 per calendar month does not properly reflect the condition of the Property. The Tenant contends that the Property suffers from significant defects, including alleged subsidence and structural movement, extensive cracking, uneven and sloping floors, defects to the heating system, and defective glazing. The Tenant states that the boiler frequently loses pressure and ceases operating, resulting in inadequate heating, and that one radiator does not function. The Tenant also relies upon a blown double-glazed unit and a kitchen window which is said not to close properly and allows draughts. The Tenant further states that investigations concerning possible subsidence have been ongoing for a considerable period and that monitoring by the local authority has continued. The Tenant's position is that, whilst a rent of £800 per calendar month might be reasonable for a similar property in a good state of repair, it is not reasonable having regard to the present condition of the Property.

35. The Tenant did not produce any rental comparable evidence. Instead, the Tenant relied upon photographs, details of the alleged defects, and evidence relating to the ongoing investigations into the condition of the Property.

The Landlord

36. The Landlord's position is that the proposed rent of £800 per calendar month reflects the market rental value of the Property. The Landlord disputes the extent and significance of the defects relied upon by the Tenant and contends that the proposed increase is supported by evidence of local market rents. The Landlord also relies upon information indicating that previous concerns raised with the local authority had been investigated and that the Property remained suitable for occupation.

37. In support of the proposed rent, the Landlord's agent, Hannah Pinder of Ultralets, provided local rental comparables obtained from Rightmove. These comprised a number of three-bedroom properties in the surrounding area which were being advertised or had recently been marketed at rents between £825 and £875 per calendar month. The comparables included properties in Bricknell Avenue, Hayburn Avenue and Fairfax Avenue, with advertised rents of £825, £850 and £875 per calendar month. The Landlord's case is that these comparables demonstrate that a rent of £800 per calendar month for the subject property is reasonable within the current local rental market.

38. The Landlord therefore invites the Tribunal to determine a market rent at, or close to, the rent proposed in the section 13 notice, whilst the Tenant contends that a substantial allowance should be made to reflect the condition of the Property.

Determination and Valuation

39. The Tribunal is required by section 14 of the Housing Act 1988 to determine the rent at which the Property might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy on the same terms as the existing tenancy, save as to rent.

40. The Tenant did not advance a specific market rent figure. The Tenant's position was that the proposed rent of £800 per calendar month did not properly reflect the condition of the Property. The Tenant relied upon allegations of subsidence and structural movement, cracking, sloping floors, defects to the heating system and defects to the glazing. The Tenant maintained that whilst a rent of £800 per calendar month may be reasonable for a similar property in a good state of repair, it was not reasonable for the Property in its present condition. The Tenant did not provide any rental comparable evidence in support of an alternative valuation.

41. The Landlord sought a rent of £800 per calendar month and relied principally upon a Rightmove "Best Price Guide" containing details of several three-bedroom properties in the local area. The comparables referred to properties on Bricknell Avenue, Hayburn Avenue and Fairfax Avenue with advertised rents ranging between £825 and £875 per calendar month.

42. The Tribunal attached limited weight to the Landlord's comparable evidence. The document provided was a marketing guide rather than evidence of completed lettings. One comparable had been marketed in late 2023 and the remaining examples were marketed during 2025, significantly before the valuation date. Of the properties identified, two were described as "let agreed",

two were recorded as no longer advertised and one remained advertised. The evidence did not disclose the rents ultimately agreed for any of those properties. Further, the guide contained insufficient information concerning the accommodation, specification, state of repair and overall condition of the purported comparables to enable the Tribunal to make any meaningful comparison with the subject property. The Tribunal therefore found that the Landlord's comparable evidence provided only limited assistance in determining the market rent of the Property.

43. The Tenant provided no comparable evidence. Accordingly, neither party produced reliable comparable lettings from which the Tribunal could directly derive a market rent. In those circumstances, the Tribunal has relied upon its own knowledge and experience of the local rental market, together with the evidence before it and the Tribunal's inspection of the Property. Having considered the size, location and character of the Property and disregarding the defects relied upon by the Tenant, the Tribunal determines that the open market rent of the Property in a good state of repair at the valuation date would have been £800 per calendar month.

44. The Tribunal must then consider what adjustment, if any, should be made to reflect the condition of the Property as it actually existed at the valuation date. The Tribunal addresses those matters separately below.

45. Having determined that the open market rent of the Property, assuming it to be in good repair and free from material defects, would have been £800 per calendar month, the Tribunal must consider what adjustments should be made to reflect the actual condition of the Property at the valuation date.

46. The Tribunal inspected the Property and considered the evidence provided by both parties. The Tribunal was satisfied that a number of defects existed which would have had an adverse effect upon the rent that a willing tenant would have been prepared to pay.

47. The Tribunal found that there was damp penetration at floor level within the kitchen together with evidence of water ingress at the junction between the kitchen roof and the main house. The Tribunal also found that one kitchen window had a blown double-glazed unit and that a further kitchen window did not shut properly. The Tribunal further found that the boiler operated unreliably and was prone to intermittent failure. In the bathroom, the rubber window seals were deteriorating and coming away from the frame and the window itself was bowed along the upper edge. The Tribunal also noted evidence of water ingress and dampness to the side of the bay window within the front bedroom. Externally, the Tribunal observed that the flat roof serving the first-floor bay window and smaller front window was lifting and showing signs of deterioration.

48. The Tribunal is satisfied that these defects adversely affect the condition, comfort and amenity of the Property and would be factors taken into account by a prospective tenant in negotiating the rent. Considering the cumulative effect of these matters, the Tribunal determines that an adjustment of £100 per calendar month should be made to reflect those defects.

49. The Tribunal next considered the evidence relating to subsidence and structural movement. The Tribunal observed visible cracking in a number of locations both internally and externally. The Tribunal also found significant unevenness and movement within the ground-floor floors. The Tribunal was informed during the hearing that the Landlord's position is that any subsidence may be attributable to a tree situated on the public footpath and that ongoing monitoring is being undertaken to establish the cause of the structural movement. The Tribunal has already addressed the separate issue of the outstanding monitoring investigations.

50. For present purposes, the Tribunal is concerned with the effect of the condition of the Property upon market rental value rather than the precise cause of the defects or responsibility for remedial works. Whether the structural movement is ultimately attributed to subsidence, tree roots or another cause, the Tribunal considers that a prospective tenant at the valuation date would have taken into account the visible cracking, uneven floors, evidence of ongoing structural monitoring and uncertainty regarding the cause and resolution of those matters. Those features adversely affect the amenity and marketability of the Property and justify a further deduction.

51. Drawing upon its own knowledge and experience of the rental market and the effect that such defects would have on a hypothetical letting, the Tribunal determines that a further adjustment of £150 per calendar month should be made to reflect the cracking, structural movement, uneven floors and associated loss of amenity. The Tribunal considers the structural movement issues to be materially more significant than the maintenance and repair defects identified above and therefore attributes the larger proportion of the total adjustment to those matters.

52. The Tribunal therefore makes total adjustments of £250 per calendar month from the notional market rent of £800 per calendar month, resulting in a market rent of £550 per calendar month as set out below:

    (a) Ongoing maintenance and repair issues; and
    (b) Subsidence related cracking and uneven floors

    The full valuation is shown below:

Starting Rent		£800.00 pcm
Less		
(a) Items given under a) above	£100.00	
(b) Items given under b) above	£150.00	
Open-Market Rent		**£550.00 pcm**

Decision

53. Pursuant to section 14 of the Housing Act 1988, the Tribunal determines the market rent for the Property to be £550.00 per calendar month with effect from 25 March 2026

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 (rule 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.