



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference	MAN/00FD/MNR/2025/0868
Property	16 Mallard Way, Scawby Brook, Brigg, DN32 9FP
Tenant	Leslie Cheeseman
Tenant's Representative	N/A
Landlord	Amanda Tate
Landlord's Address	Ceeaness, Barton Road, Wrawby, DN20 8SH
Landlord's Representative	N/A
Date of Application	30 June 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge L White Tribunal Member J Gittus MRICS
Date of Decision	15 May 2026
Rent Determined	£590.00.00 per calendar month
Date the new rent takes effect	11 May 2026

REASONS FOR THE DECISION

Background

1. On 9 June 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £650.00 per calendar month (pcm) in place of the existing rent of £500.00 pcm to take effect from 11 July 2025.
2. On 30 June 2025, 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 assured tenancy commenced on 11 January 2018. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. 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.

5. There are no service charges payable under the tenancy.
6. The Property is let unfurnished and does not include white goods.

Liability for Council Tax

7. 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.

8. There is no written tenancy agreement and the Tribunal did not consider that any other terms of the tenancy were required to be taken into consideration in determining the rent.

Inspection/Hearing

9. The Tenant initially requested an oral hearing, however later after the inspection withdrew this request and the Tribunal has considered this case on the basis of an inspection, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

10. The Tribunal carried out an inspection of the Property on 21 April 2026 in the presence of the Tenant and representative of the Landlord, Mr David Holmes.

11. The Property is a two storey end terrace house situated in a cul de sac, with garden to the rear. The accommodation comprises:

Hall, kitchen, lounge, downstairs toilet, two bedrooms, and bathroom with full suite including shower.

Outside: Garage.

The Property benefits from gas fired central heating and uPVC double glazing.

12. The Property is situated in Scawby Brook located on the outskirts of the market town of Brigg, within close proximity to amenities. Brigg town centre is approximately 1.6 miles away.

13. The following was noted during the inspection

- The front door mechanism was broken;
- The kitchen floor had risen up in places and the Tenant has placed black taping to hold parts of the floor down;
- Splashbacks behind sink and cooker coming away;
- Rear garden fence held upright by two metal strips;
- Downstairs toilet loose;
- Rusting towel rack in bathroom.

Evidence

14. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

15. The Tenant made the following comments:

- a) The Tenant confirmed that she had installed a plumbing point for the dishwasher, replaced old window blinds and installed fibreoptic internet connection.
 - b) No improvements bar a boiler replacement have been made in 20 years and the property is dated. There has been no external maintenance such as gutter clearance or painting.
 - c) Previous tenant paid for new carpet in the living room shortly before vacating.
 - d) The garage is half-filled with the Landlord's personal items making it unfit for use.
 - e) The increase in rent would not be covered by housing benefit and the local housing allowance rates have not changed. An increase in rent to £650 pcm where the property has not been maintained is excessive.
16. In terms of rental evidence, the Tenant did not provide any evidence of comparable rents in the area.

The Landlord

17. No comparables were provided by the Landlord, however the Landlord provided the following evidence in support of a rent of £650 pcm:
- a) Email dated 27 February 2025 from DDM stating they would expect the Property *“to achieve a rental of £650 per calendar month if the property is in good condition”*.
 - b) Landlord states she was advised verbally by Bell Watson the expected market rent for the Property was £650 pcm.

Determination and Valuation

18. Neither party provided any comparables. The email relied on by the Landlord is not a comparable and is not evidence as to achieved market rents of similar properties in the same area. Therefore, relying on its own expert, general knowledge of rental values in the area the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £650.00 pcm. This is the rent the Tribunal would expect the Property to let for in the open market.

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

- a) The unmodernised condition of the Property.
- b) Issues with the condition of the Property which reduce its value including the aforementioned issues internally and more specifically the dangerous nature of the temporary garden fence fix.
- c) Not having full use of the garage due to Landlord's belongings

The full valuation is shown below:

Starting Rent £650.00 pcm

Less

- | | | |
|-------------------------------|--------|---------------|
| a) Items given under a) above | £20.00 | |
| b) Items given under b) above | £30.00 | |
| c) Items given under c) above | £10.00 | <u>£60.00</u> |

Market rent

£590.00 pcm

Undue hardship

- 12. 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.
- 13. The Tenant has stated in the written submission that she is a pensioner and receives a low income which includes her state retirement pension and any increase in the rent would not be covered by housing benefit as it would be over the Local Housing Allowance. The Tenant states that she would not be able to afford the rental increase proposed by the Landlord.
- 14. As a result of our decision the rent will increase by £90.00 a month. The date specified in the landlord's notice was 11 July 2025. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would cause undue hardship and accordingly sets the starting date for the new rent as 11 May 2026.

Decision

- 15. Therefore, the Tribunal determines the market rent at £590.00 per calendar month with effect from 11 May 2026.

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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.