

	<p>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</p>
<p>Case Reference</p>	<p>MAN/00FB/MNR/2026/0076</p>
<p>Property</p>	<p>2 Nunings Way, Nafferton YO25 4HL</p>
<p>Tenant</p>	<p>Natalie Wilkinson</p>
<p>Tenant's Representative</p>	
<p>Landlord</p>	<p>Margaret Stephani</p>
<p>Landlord's Address</p>	<p>c/o Ulllyotts, 64 Middle Street, Driffield YO25 6QG</p>
<p>Landlord's Representative</p>	<p>Ulllyotts</p>
<p>Date of Application</p>	<p>05 February 2026</p>
<p>Type of Application</p>	<p>Determination of a Market Rent sections 13 & 14 of the Housing Act 1988</p>
<p>Tribunal Members</p>	<p>Mr N Swain MRICS – Chair Ms S Johnson</p>
<p>Date of Decision</p>	<p>28 May 2026</p>
<p>Rent Determined</p>	<p>£725.00 per calendar month</p>
<p>Date the new rent takes effect</p>	<p>01 May 2026</p>

REASONS FOR THE DECISION

Background

1. On 07 January 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £775.00 per calendar month(pcm) in place of the existing rent of £690.00 pcm to take effect from 01 March 2026.
2. On 05 February 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 assured tenancy commenced on 15 April 2021 for a term of six months. 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. Washing machine and oven provided within the tenancy.

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/Hearing

8. 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

9. The Tribunal did not inspect the Property.
10. The Property is a two bedroom mid terrace house, offering the following accommodation:
Living room, kitchen, WC, two bedrooms and bathroom with full suite including shower.
Outside: courtyard to rear.
The Property benefits from gas central heating and double glazing.
The Property is situated in the village of Nafferton in the East Riding of Yorkshire.

Evidence

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

The Tenant.

12. The Tenant made the following comments:

- a) The Tenant indicated that they did not agree that the notice was valid. However, their reasons given were that they did not agree with the level of rent being proposed.
- b) They have redecorated the majority of the property. They keep it well maintained, clean and tidy. They have replaced the curtain rails.
- c) The property is looking tired in places, the carpets are over 10 years old, there is a rusty radiator, there is cracking to the stairway and cosmetic damage to the kitchen (in existence at the beginning of the tenancy). The property is small with little storage space.

13. In terms of rental evidence, the Tenant had provided printouts from the property portal app "Rightmove" which showed properties in Nafferton similar to the Property with rents all at £725.00 pcm.

The Landlord

14. The Landlord disputes the description of the property as a terraced house, claiming it is a semi-detached property. However, the property clearly has another property attached to both sides (although the attachment is offset on one side).

15. In terms of rental evidence, the Landlord had provided a table detailing the passing rents for a number of properties all described as two bedroom semi-detached houses. Other than an address for each property, which were all in Driffield, no further details have been provided.

Determination and Valuation

16. The Tribunal considers the comparables provided by both the Tenant and the Landlord are relevant to this matter. However, the Tribunal puts slightly more weight on the comparables provided by the Tenant, given that slightly more information was available and the location of the comparables.

17. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by both parties, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £725.00 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties including having white goods and curtains provided by the landlord.

18. The Tribunal has made no adjustments, as there is no evidence to suggest that the state of the property would affect its rental value.

Market rent

£725.00 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 asked the Tribunal to fix a later starting date in this case. They say they will otherwise be caused undue hardship because they rely on Disability Living Allowance (DLA) as carer for their disabled daughter. They have provided evidence of their DLA claim to support this.
14. The Landlord did not respond to the Tenant's application for postponement due to hardship.
15. As a result of our decision, the rent will increase by £35 a month. The date specified in the landlord's notice was 01 March 2026. 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 01 May 2026.

Decision

16. Therefore, the Tribunal determines the market rent at £725.00 per calendar month with effect from 01 May 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 (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.