

	<p>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</p>
<p>Case Reference</p>	<p>MAN/30UH/MNR/2026/0081</p>
<p>Property</p>	<p>16 St James Court, Heysham, Morecambe LA3 2BQ</p>
<p>Tenant</p>	<p>Lorraine Hurst</p>
<p>Tenant's Representative</p>	
<p>Landlord</p>	<p>Place for People Homes Ltd</p>
<p>Landlord's Address</p>	<p>c/o Touchstone, 2 Crescent Office Park, Clarks Way, Bath BA2 2AF</p>
<p>Landlord's Representative</p>	<p>Touchstone CPS</p>
<p>Date of Application</p>	<p>26 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 Mrs B Dhoofer-Sagoo</p>
<p>Date of Decision</p>	<p>05 June 2026</p>
<p>Rent Determined</p>	<p>£850.00 per calendar month</p>
<p>Date the new rent takes effect</p>	<p>01 May 2026</p>

REASONS FOR THE DECISION

Background

1. On 23 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £850.00 per calendar month(pcm) in place of the existing rent of £795.00 pcm to take effect from 01 May 2026. This was the second notice served, a previous one having proposed a new rent of £950.00 pcm.
2. On 26 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 19 December 2006 for a term of 6 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. Front lawn mowed once per month. Cost included in rent, was itemised as £1.58 per week in the initial tenancy agreement.

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 ground floor flat forming part of a modern three storey development, offering the following accommodation:

Living Room, Dining Kitchen, three bedrooms and bathroom with full suite including shower.

Outside: Garden.

The Property is situated within the centre of Heysham within close proximity of amenities.

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 confirmed that they often undertake repairs themselves due to the time it takes to get repairs done and that the standard of repairs undertaken was shoddy.

b) The Tenant queried whether the increase should be at market rent level given that the Landlord is a Registered Housing Provider.

13. The Tenant did not provide any rental evidence.

The Landlord

14. The Landlord simply noted that the rent review notice had been resubmitted to the Tenant for a rent of £850 pcm, down from £950 pcm in the original notice.

15. The Landlord provided a range of comparables. The first set of comparables was for 2 bedroom houses let by their agent and ranged from £795 pcm to £950 pcm. The second set was for 3 bedroom houses and ranged from £975 pcm to £1650 pcm. The Landlord had not provided any commentary on the range of properties, making it unclear as to why they thought that the 2 bedroom properties might be suitable comparables and why the 3 bedroom properties might not be suitable.

Determination and Valuation

16. The Tribunal considered the comparables provided by the Landlord, but did not consider any of them to be direct comparables.

17. 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 £850.00 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. No evidence was provided that any adjustments needed to be made to the rent.

Market rent

£850.00 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 but provided no evidence.

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 £55 a month. The date specified in the landlord's notice was 01 May 2026. On the basis that no evidence was supplied by the Tenant, the Tribunal has no reason to delay the effective date.

Decision

16. Therefore, the Tribunal determines the market rent at £850.00 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.