

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00EJ/MNR/2026/0151
Property	12 Backstone Road, Bridgehill, Consett, DH8 8QW
Tenant	Laura Wilkinson
Tenant's Representative	N/A
Landlord	Karbon Homes
Landlord's Address	Number 5, Gosforth Park, Avenue, Gosforth Business Park, Newcastle upon Tyne NE12 8EE
Landlord's Representative	N/A
Date of Application	13.02.2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	I Jefferson R Stewart MBE
Date of Decision	22.06.2026
Rent Determined	£160.00 + Water Rates £11.64 = £171.64per week
Date the new rent takes effect	08.06.2026

REASONS FOR THE DECISION

Background

1. On 13 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £172.14 per week (inc £11.64 water charge)(pw) in place of the existing rent of £164.12pw (inc £10.97 water charge) to take effect from 6 April 2026.

On 16 April 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant appealed the proposed new rent to the Tribunal for determination.

The Tenant states that the monthly tenancy commenced on Friday 2 February 2024, however the Landlord has stated that the new rent is to commence on 6 April 2026, a Monday. Neither Party submitted a copy of the Tenancy Agreement, however the application has been accepted by the Office. The Parties have not raised any validity issue.

Allocation of Repairs and Council Tax between Landlord and Tenant.

2. Responsibility for repairs is as per Section 11 of the Landlord and Tenant Act 1985. The property is unfurnished. No service charge is payable.
The Tenant is responsible for the payment of Council Tax in respect of the Property. The Tenant is responsible for paying water rates to the Landlord.

Inspection/Hearing

3. 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, but without using any secret evidence.

The Property

4. The Property is a 2 storey semi-detached ex-Local Authority system built house, which has been subject to an external recladding improvement scheme. The accommodation comprises 1 Reception, Kitchen, ground-floor WC, 3 Bedrooms and Bathroom. Externally gardens to front and rear, side store, no drive or garage.

The Property is situated in Shotley Bridge, lying a few miles north of Consett, in proximity to usual amenities.

Representations as to Rental Value

5. Tenant

The Tenant alluded to private Landlord asking rents on similar properties ranging from £600 to £700pcm (£138.50 to £161.50pw) and understood that hers was an affordable tenancy, which should be reflected in a rent of 80% of private sector rents.

In addition, the repair obligations imposed by the Social Landlord are greater than in the private sector, requiring her to repair plaster, decorate, and install floor coverings throughout the house on taking on the tenancy.

6. Landlord

The Landlord did not put forward any market evidence, simply stating that an Affordable Rent Valuation had been undertaken prior to the first letting and 80% of that figure equated to the commencement Rent of £138.46pw.

Annual percentage increases had been applied in line with Government legislation culminating in the asking rent of £160.50, plus water rates of £11.64, total £172.14pw, wef 6.04.2026.

Tribunal Determination

7. The Tribunal found the following facts:

- i Karbon Homes state that they offer affordable rents at 80% of Market Rent.
- ii Karbon Homes have increased the rent annually in accordance with Government guidelines.
- iii The Tenant did undertake improvements on taking occupation namely minor repairs, plus decorating and floor coverings throughout.

8. The Tribunal had regard to its own knowledge and experience of market rent levels for similar properties in the area, but without any specific or secret evidence, and the representations from each Party. The Tribunal considers that the Market Rent of the subject Property in reasonable order would be £220pw. This is the rent the Tribunal would expect the property to let for in the open market if it was in the same general condition as comparable properties and assuming floor coverings, white goods and curtains/blinds are provided by the landlord.

9. From this figure, the Tribunal made adjustments as follows:

Tenant's improvements on taking occupation as detailed at 7 iii £20.00
Thus giving an adjusted weekly rent of £200
Affordable Rent as Social Housing Provider 80% £160.00 plus
Water rates of £11.64pw.

10. The Tenant put forward evidence to the Tribunal in relation to Section 14 (7) whether undue hardship would be caused to the tenant by the new rent being payable from 6 April 2026, the date specified in the Landlord's Notice. This included being self-employed, limited income, and unrelenting annual rent increases which she believed to be in excess of social affordable rents. In light of her submission the Tribunal agreed, and delayed the increased rent to 8 June 2026.

Decision

11. In the circumstances the Tribunal determines a Market Rent of £160pw plus water rates of £11.64pw payable from 8 June 2026.

Appeal Provisions

12. If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) but generally only on a 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 stating the grounds upon which it is intended to rely in the appeal.