

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/36UD/MNR/2026/0262
Property	19 Belmont Avenue, Calcutt, Knaresborough HG5 8JH
Tenant	Mr. Jonathan Pearson
Tenant's Representative	N/A
Landlord	Mr. Robert Brown
Landlord's Address	c/o Winchat Hall Estate Co Ltd
Landlord's Representative	Winchat Hall Estate Co Ltd
Date of Application	9th May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr. Hefin Lewis FRICS – Valuer Chair Mr. Sean Harvey– Tribunal Member
Date of Decision	28th July 2026
Rent Determined	£700.00 per calendar month
Date the new rent takes effect	1st June 2026.

REASONS FOR THE DECISION

Background

1. On 15th April 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £725 per calendar month (pcm) in place of the existing rent of £640 pcm to take effect from 1st June 2026.
2. On 9th May 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 is dated 27th May 2021 and commenced on 1st June 2021 for a term of 12 months. The rental period is monthly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. Under paragraph 4.2 of the application, the tenant claims the landlord notice is invalid. The reasons given are the condition and improvement matters referred to in the body of the application. These are not validity issues. The tenant has misunderstood the criteria for challenging validity. Accordingly, the Tribunal dismisses the assertion that the application is invalid.

Allocation of Repairs between Landlord and Tenant.

5. 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.

6. £0

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. None

Inspection/Hearing

9. In addition to evidence presented, the applicant also requested an inspection be carried out by the Tribunal panel to 'fully illustrate the poor energy rating of the Property'. This was considered by the Tribunal legal officer who concluded that the evidence and photographs 'are of good enough quality to allow the Tribunal a clear view of the condition of the property in relation to the determination of rent. The Tribunal acknowledges that the Tenant's submissions regarding the condition of the property and photographs have not been disputed by the Landlord. Accordingly, no inspection was carried out.
10. Neither party requested an oral hearing. The Tribunal has considered this case based on the papers provided by the parties and its own knowledge and specialist expertise.

The Property

11. The Tribunal relies on the images and description provided by the parties. It is understood that the subject property is a mid-terraced house with integral pedestrian path and accommodation arranged over two floors and briefly comprising;

G.F. hall, living room, kitchen.

F.F. landing, two bedrooms, bathroom with w/c.

Outside: rear garden

The Property is situated in an established residential area within reasonable distance of general amenities and transport links.

Evidence

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

The Tenant.

13. The Tenant made the following comments:
 - 13.1 The gas fire in the living room was condemned due to leaking brickwork on 23/10/2015, there has been no action taken to repair this fault leaving me without a functioning gas fire during the colder months. The tenant accepts that there is a working central heating system.
 - 13.2 The doors in the property especially the rear kitchen door leading to the rear of the property are now in need of replacing, the rear door lets in drafts in the cold weather that is quite unbearable in the kitchen and lets in cold air which can be felt throughout the ground floor even when the heating is on.

- 13.3 Damp. There are several instances of damp in the property that require attention, at the top of the stairs is the most serious issue where plaster is falling away and wallpaper peeling off to reveal black mould beneath.
 - 13.4 The ceiling in the pantry is in a state of collapse where every time I open the pantry door plaster is falling down.
 - 13.5 The double electrical socket in the master bedroom is also still not working on one socket due to bad wiring; I have raised this issue in a previous email with no resolution.
 - 13.6 The front door leaks during periods of heavy rain and lets water into the hallway, this may be due to poor installation of the door. Furthermore, the locking mechanism has failed twice and needed replacing in the past.
14. In addition, the following improvements were said to have been completed by the tenant.
- 14.1 I have removed glass, brick and other debris from garden and laid seeds for grass.
 - 14.2 The kitchen and bathroom floors have both been re tiled as both floors were installed with single sheet lino that accumulated mildew and mould underneath due to leaking waste pipes.
 - 14.3 The first bedroom door had not been affixed to the frame correctly; one hinge was screwed to door frame using only one screw and the top hinge was not secured to frame by any screws I had to fix this myself after no action taken by landlord six weeks after reporting this
 - 14.4 I had to replace sink taps in bathroom as they were leaking, again reported to landlord and no action taken for weeks.
15. In terms of rental evidence, the Tenant did not provide any comparable evidence but commented that the evidence provided by the Landlord were of properties in better condition.

The Landlord

16. The Landlord made no comment on the condition of the property.
17. In support of the proposed rental increase, the Landlord stated that 'we manage 8 other properties on the same street in similar condition. Over the last 6 years, we have let 2 bedroom properties on the same street at £725, £750, £825, £995. We currently have a 3 bed property on market at £995'.
18. In terms of evidence, 8 properties were submitted by the Landlord's agent by way of justification. Comparables 5 and 7 both refer to No. 9 Belmont Avenue, but in a different marketing period. The comparables are summarised as follows:

	Property	Type	Rent Advertised	Status
1	Belmont Avenue, Knaresborough	Mid Terrace 2 bedroom house	£995	Let agreed
2	Belmont Avenue, Calcutt, HG5 8JH	Semi- detached 3 bedroom house	£995	Available
3	Belmont Avenue, Calcutt, Knaresborough, HG5 8JH	Semi- detached 3 bedroom house	£850	Let agreed
4	Belmont Avenue, Knaresborough, HG5 8JH	End terrace 2 bedroom house	£825	Let agreed
5	9 Belmont Avenue, Calcutt, Knaresborough (2021)	End terrace 2 bedroom house	£750	Let agreed
6	7 Belmont Avenue, Calcutt, Knaresborough	Semi- detached 3 bedroom house	£750	Let agreed
7	9 Belmont Avenue, Calcutt, Knaresborough (2020)	End terrace 2 bedroom house	£725	Let agreed
8	15 Belmont Avenue, Knaresborough	End terrace 2 bedroom house	£725	Withdrawn

Determination and Valuation

19. The Tribunal first considered the condition issues raised by the tenant. These were highlighted in the statement of case and evidenced by a series of photographs at pages 50 to 60 of the joint bundle. Individually the condition items are not considered serious, but collectively, they would impact upon the overall letting desirability of the property. Accordingly, the Tribunal is of the view that adjustment to market rent is appropriate to reflect these matters and this is considered below.
20. The gas fire is inoperable since 2015 and designated as being unsafe for use with appropriate warning notices attached. Whilst it is accepted that the property does have an alternative effective central heating system, the Tribunal is of the view that an inoperable gas fire with warning notices would impact upon marketability

and letting value. Furthermore, defective electrical sockets would add to the basic lack of amenities at the property.

21. The Landlord in its response does not challenge the condition issues raised by the tenant. Furthermore, the improvements claimed to have been made by the tenant are not disputed. Accordingly, it is reasonable for the Tribunal to have regard to these matters.
22. The Tenant did not provide any comparable evidence to assist the Tribunal in its determination.
23. The Tribunal then turned to the supporting evidence provided by the Landlord. These comprised of 8 properties in the same or comparable location and comprised of two and three bedroom properties with a range of rental values from £725 to £995 and letting dates from 2020 to 2026. Of the evidence provided, the following adjustments are considered appropriate:
 - Only 2 bed properties are considered relevant. Therefore comparables 2, 3 and 6 are removed.
 - Comparable 1 is an outlier in terms of rent achieved and is also described as being ‘refurbished to a high standard throughout.’ This is also removed.
 - Comparable 7 is a duplicate of No. 5 but let a year earlier.
 - Comparable 8 is withdrawn and therefore no longer relevant.

The remaining comparables which are considered relevant are properties 4 and 5. Of these, greater reliance is placed on comparable 4, being the most recent letting. However, this is an end terrace house which would attract greater appeal.

24. Using its own expert, general knowledge of rental values in the area, and the comparables provided, the Tribunal considers that the market rental of the subject property modernised and in good order would be in the order of £775.00 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.

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

- a) Defects to services including gas fire and electrical sockets.
- b) Internal condition including joinery, plaster defects and damp.
- c) Tenant Improvements.

The full valuation is shown below:

Starting Rent

£775.00 pcm

Less

a)	Items given under a) above	£25.00	
b)	Items given under b) above	£25.00	
c)	Items given under c) above	£25.00	<u>£ 75.00</u>

Market rent

£700.00 pcm

Undue hardship

25. 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.
26. The Tenant submitted that *'I have recently been made redundant from my current job and have secured a new occupation however it is currently zero hour contract for 12 weeks I have also received an increase to the council tax payments of £148 inclusive of single occupancy discount and my energy bills are rising most likely due to poor heat retention of property I find that I need to keep heating running constantly when at home even during the milder temperature months.'*
27. Whilst the Tribunal accepts there are difficult circumstances, the tenant has not evidenced its claim for hardship. Energy bills and council tax are common to everyone and cannot be regarded as being exceptional circumstances.
28. Accordingly, for these reasons, the Tribunal does not accept 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 at the date specified in the rent increase notice being 1st June 2026.

Decision

29. The Tribunal determines the market rent at £700.00 per calendar month with effect from 1st June 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.