



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

Case Reference	MAN/00FC/MRA/2026/0014
Property	3 Brereton Avenue Cleethorpes Lincolnshire DN35 7RP
Tenant	Marie Croft and Carl Cowling
Tenant's Representative	
Landlord	Tracey Morgan
Landlord's Address	1 Bradbury Farm Barns Hare Street Buntingford Hertfordshire, SG9 0DX
Landlord's Representative	
Date of Application	30 May 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr G S Freckelton FRICS (Chairman) Mr R Price
Date of Decision	6 August 2026
Rent Determined	£800.00 per calendar month
Date of Valuation	27 July 2026
Date the new rent takes effect	26 August 2026

REASONS FOR THE DECISION

Background

1. On 23 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £825.00 per calendar month(pcm) in place of the existing rent of £750.00 pcm to take effect from 27 July 2026.
2. On 30 May 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy commenced on 24 January 2016. The rental period is monthly.

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

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid due to the following reasons:

(1) The name of Mr Cowling has been incorrectly spelt as Mr Carling.
5. The Tribunal considers that the Notice of Increase is Valid for the following reasons:

(1) The incorrect spelling is a minor typographical error.
(2) It is quite clear who the Notice of Increase is served on.
(3) Marie Croft is the main tenant and that name is spelt correctly.

Allocation of Repairs between Landlord and Tenant.

6. 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.

7. None

Liability for Council Tax

9. The Tenant is responsible for the payment of Council Tax in respect of the Property.
The rent determined is exclusive/inclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

10. None

Hearing and Inspection

11. 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.
12. The tenant requested an inspection but this was refused by the Tribunal as it was considered that the photographs submitted were of a sufficient quality to allow the Tribunal a clear view of the condition of the property.

The Property

13. The Property is a terraced house offering the following accommodation:

Ground Floor: Hallway, living room, dining room, kitchen, W.C/shower room.

First Floor: Four bedrooms (one of which is described by the tenant as being a box room), bathroom.

The house has gas fired central heating.

Outside: Rear garden.

Evidence

14. The parties completed the relevant MR1 (tenant) and MR2 (landlord).

The Tenant.

15. The Tenant made the following comments:
 - a) The tenant confirmed that they had provided a laminate floor to the hallway and living room.
 - b) They thought the market rent was £650.00 pcm.
 - c) There were a lot of problems with the property, including, they believed structural issues.
 - d) They submitted numerous photographs showing cracking to the house. These included cracks to windowsills in the boxroom and to the main bedroom.
 - e) The landlord had inspected and confirmed that she thought there were some structural issues.
 - f) First-floor floorboards appeared loose.
 - g) Bricks were missing from the front boundary wall and there was no gate.
 - h) There were rotten skirting boards.
 - i) The landlord had increased the rent more than the previous landlord. The condition of the property did not justify the increase proposed.

16. In terms of rental evidence, the Tenant's thought that if the property was immaculate then £825.00 could be achieved but there were similar properties on the market at a lower rent than they were currently paying.

The Landlord

17. The landlord made the following comments:
- a) She did not agree to the tenants' proposal of £650.00 pcm.
 - b) The property had four bedrooms and two bathrooms.
 - c) The proposed rent was in line with other properties in the area.
 - d) She considered many of the cracks to be cosmetic
 - e) She was waiting for quotations for some works to be completed but some repairs needed have been caused by the tenants.
 - f) The property was refurbished before the tenants moved in and before she purchased it. She has subsequently spent £7,500.00 including fitting a new boiler, damp proofing, replacement front side wall and tree removal.
 - g) In April the tenant had confirmed that there were no issues with the property.
18. following comparables were provided by the Landlord:
- a) Bank Street, Cleethorpes – a three-bedroom end terraced house offered at £850.00 pcm.
 - b) Colson Place, Cleethorpes – a three-bedroom terraced house offered at £795.00 pcm.
 - c) Elliston Stree, Cleethorpes a three- bedroom terraced house offered at £850.00 pcm.

Determination and Valuation

18. The Tribunal has considered the photographs which clearly show that the property has considerable cracking and the comparables provided. The Tribunal has not considered the claims and counter claims of the parties regarding damage caused to the property as they are only allegations which cannot be verified.
19. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rent 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 at the valuation date and if it was in the same general condition as the comparable properties including having white goods and curtains provided by the landlord.

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

- a) The condition of the property as evidenced by the photographs.
- b) Improvements and fittings provided by the Tenant and for which they should not pay: laminate flooring.

The full valuation is shown below:

Starting Rent		£850.00 pcm
<u>Less</u>		
a) Items given under a) above	£40.00	
b) <u>Items given under b) above</u>	<u>£10.00</u>	<u>£50.00 pcm</u>
Open Market Rent		£800.00 pcm

Undue hardship

- 21. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.
- 22. The tenant has asked the Tribunal to fix a later starting date in this case. The tenant says she will be caused undue hardship because she only works part time and her partner receives Universal Credit.
- 23. The Landlord did not respond to the Tenant's application for postponement due to hardship.
- 24. As a result of our decision the rent will increase by £50.00 per month. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship.

Decision

- 25. The Tribunal determines the new rent amount at £800.00 per calendar month with effect from 26 August 2026 as this is lower than the proposed rent of £850.00 per calendar month and is the beginning of the first new period of the tenancy on or after the date of the Tribunal's determination.

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.