

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/32UH/MRA/2026/0024
Property	27 Brook Street, Hemswell, Gainsborough, DN21 5UJ
Tenant	Laura Bowers
Tenant's Representative	None
Landlord	Limestone Farming Company Limited
Landlord's Address	The Estate Office, Willoughton Manor, Willoughton, Gainsborough, Linconshire DN21 4SH
Landlord's Representative	None
Date of Application	11 June 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Colin Green (Legal Chair) Huw Thomas FRICS (Valuer Member) Juliette McDonald (Lay Member)
Date of Decision	7 August 2026
Rent Determined	£ 925.00 per calendar month
Date the new rent takes effect	25 September 2026

REASONS FOR THE DECISION

Background

1. Under a tenancy agreement between the parties dated 25 October 2024, an assured tenancy was granted of the Property for a term from and including 25 October 2024 to 24 October 2025. The rental period is monthly.
2. On 5 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 (as amended) which proposed a new rent of £925.00 per calendar month (pcm) in place of the existing rent of £850.00 pcm to take effect from 25 August 2026.
3. On 11 June 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.

Allocation of Repairs between Landlord and Tenant

4. As per the tenancy agreement and section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than any carpets and curtain and white goods specified below) and the costs relating to the same

5. None

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.

Hearing and Inspection

8. Neither party requested an oral hearing or inspection. The Tribunal is satisfied that it can properly consider this case based on the papers provided and its own knowledge and specialist expertise.

The Property

9. The Property is a semi-detached house comprising, on the ground floor a wet room, two living rooms, kitchen and entrance hall, and on the first floor three bedrooms. There is electric heating and double-glazing throughout. Some floors are carpeted and some tiled. There is a garden enclosed by a stone wall with a small stream running through it, and car port located away from the Property. No furniture was provided under the tenancy. The Property is located in the Hemswell area.

Evidence

10. The parties completed the relevant MR1 (Tenant), MR2 (Landlord) and MR3 (Tenant's reply) forms.

The Tenant

11. The Tenant states in Section 2 of her form MR3 that when she moved in with her late husband, they made an oral agreement with the landlord's predecessor in title to keep the rent at £850.00 per month for five years, but obviously this was not passed on to the Landlord. Presumably, that five-year period has not yet expired. Since this was in her Reply to the Landlord's Response in form MR2, the Landlord has not had the opportunity to comment on the point. In the Tribunal's view however, even if there was such an agreement, it will have been superseded by the tenancy agreement with the Landlord that contains no such provision. This appears to be accepted by the Tenant, who has stated that the new rent should be £865.00 pcm.
12. There are no photographs of the Property.
13. In terms of rental evidence, the Tenant did not provide any comparables with her form MR1, but in section 2 of her form MR3 stated that her neighbours "all have the same as detailed by Limestone" from which the Tribunal infers that they have the same or similar properties to her own which they rent from the Landlord. The Tenant states that they have not had their rents increased as much as hers, but there is no evidence of what those rents are or when they were fixed.

The Landlord

14. The following comparables were provided by the Landlord, all three-bedroom properties within 10 miles of the Property advertised to rent on RightMove:

- (1) Lakeside North, Scunthorpe, DN16 (semi-detached) at £1,050.00 pcm (9.58 miles from the Property);
- (2) Lea Place, Gainsborough, DN21 1BA (terraced) at £725.00 pcm (7.87 miles from the Property);
- (3) Gordon Street, Gainsborough (terraced) at £750.00 pcm (7.79 miles from the Property);
- (4) Burns Street, Gainsborough DN21 (detached) at £800.00 pcm (8.06 miles from the Property);
- (5) Adlington Mews, Gainsborough DN21 (town house) at £825.00 pcm (7.26 miles from the Property);
- (6) Pilgrims Way, Gainsborough (town house) at £850.00 pcm (7.22 miles from the Property);
- (7) Baines Road, Gainsborough DN21 (terraced) at £850.00 pcm (7.06 miles from the Property);
- (8) Lapwing Close, Beckingham (semi-detached) at £900.00 pcm (9.80 miles from the Property);
- (9) Whimbrel Chase, Scunthorpe (semi-detached) at £950.00 pcm (9.33 miles from the Property);
- (10) Sandsfield Lane, Gainsborough DN21 (semi-detached) at £950.00 pcm (7.72 miles from the Property);

- (11) Sir Thomas Avenue, Gainsborough (semi-detached) at £950.00 pcm (7.49 miles from the Property);
- (12) Woodland Drive DN20 (detached bungalow) at £995.00 pcm (10 miles from the Property);
- (13) Drake Street, Gainsborough (terraced) at £1,000.00 pcm (7.80 miles from the Property);
- (14) Lakeside North, Scunthorpe DN16 (semi-detached) at £1,050.00 pcm (9.58 miles from the Property);
- (15) Turnstone Drive, Scunthorpe DN16 (semi-detached) at £1,075.00 pcm (9.59 miles from the Property);
- (16) Parkside Way, Gainsborough (detached) at £1,100.00 pcm (7.35 miles from the Property);
- (17) High Street, Beckingham, Doncaster (semi-detached) at £1,100.00 pcm (10 miles from the Property);
- (18) High Street, Marton, Gainsborough (cottage) at £1,100.00 pcm (9.24 miles from the Property).

Determination and Valuation

- 15. The comparables provided by the Landlord range between £725.00 and £1,00.00 pcm, in respect of varied properties: detached, semi-detached, town house, terraced, cottage, and bungalow. In the Tribunal's view, a market rent for the Property would be near the top end of such range and considers that the market rental of the Property in good condition would be in the order of £925.00 pcm. 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 the comparable properties.

Undue hardship

16. 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 (in this case, 25 August 2026) 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.
17. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says she will be caused hardship because the council only pay so much of her rent and she has to put the remainder towards it with her universal credit payment and PIP payments. In addition, in section 2 of her form MR3, the Tenant stated that the increase would cause her hardship and she didn't want to get into money troubles or be forced to move.
18. The Landlord did not respond to the Tenant's application for postponement due to hardship.
19. As a result of the Tribunal's decision the rent will increase by £75.00 pcm. Based on the information supplied by the Tenant, the Tribunal considers that for the increase to take effect from 25 August 2026 would cause undue hardship and accordingly sets the starting date for the new rent as 25 September 2026.

Decision

20. The Tribunal determines the new rent amount at £925.00 pcm with effect from 25 September 2026, which is the same as the proposed rent.

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.