

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00FF/MNR/2026/0314
Property	1 Palmer Street, Hungate, York, YO1 7NF
Tenant	Mr. M. Mackay and Mrs. S Mackay
Tenant's Representative	N/A
Landlord	Rural Portfolio Ltd
Landlord's Address	Stuart House, St John's Street, Peterborough, E 1 W 9 U S
Landlord's Representative	Alex Johnston, Savills UK Ltd
Date of Application	28th May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Hefin Lewis FRICS – Valuer Chair Kim Usher– Tribunal Member
Date of Decision	20th August 2026
Rent Determined	£1,600.00 per calendar month
Date the new rent takes effect	1st June 2026.

REASONS FOR THE DECISION

Background

1. On 19th March 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,620 per calendar month (pcm) in place of the existing rent of £1,470 pcm to take effect from 1st June 2026.
2. On 28th 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 commenced on 29 October 2014 for a term of 6 months. The rental period is monthly.

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

4. The tenant at paragraph 4.2 of the application form, contends that the notice is invalid. He refers to the increase notice by Savills (date 27 March 2025) and other issues as still not resolved.
5. The Tribunal is tasked to determine the application following service of a notice under section 13(2) of the Housing Act 1988. It has no jurisdiction on historic notices. The Tribunal finds that the notice dated 19th March 2026 is properly made and served and contains all the required information. Accordingly, the application that the notice is invalid is dismissed.

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. £0

Liability for Council Tax

8. 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.

9. None

Inspection/Hearing

10. Neither party requested an inspection or oral hearing. Accordingly, 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 property comprises of a Mid Terrace 'town house' with the accommodation comprising:

Hall, Kitchen/Dining, Study/Cloaks, WC, Utility, two Living rooms, two Bathrooms, three Bedrooms, Loft room.

Externally: Communal Basement parking- 1 dedicated space. Ground floor Terrace. Two small first floor Balconies.

Mains Services including gas fired central heating.

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 contends that there has been historic and continued 'systemic management and service failure, maladministration; breaches of contract and professional codes of conduct - including excessive rental increases and pressurisation, administrative and calculation errors, long-standing 'unresponsive' repair delays and poor communication', which has caused us much time, inconvenient effort and distress. These are detailed within the hearing bundle within the applicants statement of case.
14. In addition, the tenant maintains that there has been 'no refurbishment of the property since moving in and no equipment replacement -the oven and washing machine are starting to fail being inefficient and nearing end of serviceable life.'

15. Condition issues highlighted by the tenant include:

- (a) External door locks not usable.
- (b) Rear balcony floor boarding rotting and dangerous.
- (c) Slipped lead flashing at third floor, potentially causing internal fabric damage.

These issues were initially notified in August 2023. There is correspondence between the parties from June 2025 to March 2026 to effect repairs but it is alleged that the defects remain unresolved.

16. In terms of rental evidence, the tenant disputes the relevance of the Landlords comparables. In particular, comparable 1 and 2 being four bedroom properties and comparable 3 being of greater value, within a more central 'exclusive' area with a private garden. Comparable 3 accommodation space is also very different and does not overlook a 'building site'. The applicant also contends that there is no detail clarification if these are 'as advertised' figures, 'final agreed rentals' or 'short-term lets only'.
17. The tenant asserts that historic rental increases were excessive and not proportional. He also refers to market decline and that 'since January 2026, supply outstrips demand'.
18. However, in terms of comparables, no evidence was submitted in justification that the rent should remain at £1,470.

The Landlord

19. The Landlord's statement does not dispute the condition issues raised by the tenant.
20. In terms of rental evidence, 3 properties of confirmed lettings were submitted by the Landlord by way of justification. The comparables are summarised as follows:
- (a) Comp 1 - 4 bed terraced house (Palmer Street). Confirmed as let 02.06.2026 at £1,850 per month.
 - (b) Comp 2 - 4 bed terraced house (Palmer Street) Confirmed as let 11.04.2025 at £1,850 per month.
 - (c) Comp 3 - 3 bedroom town house (Aldwark). Confirmed as let 14.10.2025 at £1,800 per month.

21. The Landlord maintains that the proposed increase to £1,620 per month is below current open market rental value and as evidenced by the regional figures a sum well below the regional trend over the last 6 years.
22. In terms of tenants assertion on reasonableness and proportionality, the Landlord contends that rent assessments are non-proportionally based and assessed against marketing rents, taking into account any relevant factors.
23. In response to the claim that the building site opposite impacts upon value, the Landlord's agent maintains that this is reflected in market evidence rents achieved by other lets.

Determination and Valuation

24. The Tribunal first considered the condition issues raised by the tenant. These are not disputed by the Landlord. Defects were first notified in August 2023 and up until March 2026 are alleged not to have been fully resolved. The Tribunal finds that the time taken to effect repairs is unreasonable and a reflection upon poor or ineffective management. Accordingly, this is a relevant factor in determining the rent.
25. In terms of rental evidence by the tenant, there were none other than criticism of the Landlords evidence and reference to historic rent increase and proportionality.
26. The Tribunal then turned to the supporting evidence provided by the Landlord. These comprised of 3 properties in the same or comparable location and comprised of four and three bedroom properties with a range of rental values from £1,800 to £1,850 pcm. The first two comparables are larger four bedroom properties but provide useful guidance on rents being achieved in the locality. However, the third comparable, being a three bedroom property, is considered to be of most relevance. Even allowing for its superior location, the evidence comfortably supports the Landlords proposed rent of £1,620.
27. 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 £1,700.00 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 balcony and external locks impacting upon 'Health and Safety' and 'Personal Security'.

The full valuation is shown below:

Starting Rent	£1,700.00
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Less

a) Items given under (a) above.	£ 100.00
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Market rent	£1,600.00 pcm
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Undue hardship

28. 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.
29. No issue of hardship is raised by the tenant and accordingly the Tribunal sets the starting date for the new rent as at the date specified in the rent increase notice being 1st June 2026.

Decision

30. The Tribunal determines the market rent at £1,600.00 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.