

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00EF/MNR/2026/0109
Property	Flat 16, Newport House, Thornaby, Stockton-on-Tees
Tenant	Martyn Robson
Tenant's Representative	
Landlord	Mandeep Singh
Landlord's Address	c/o Countrywide House, Lake View Drive, Nottingham NG15 0DT
Landlord's Representative	Countrywide Residential Lettings
Date of Application	10 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge Angela Davies Tribunal Member Huw Thomas FRICS
Date of Decision	26 August 2026
Rent Determined	£500.00 per calendar month
Date the new rent takes effect	7 May 2026

REASONS FOR THE DECISION

Background

1. On 3 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £575 per calendar month (pcm) in place of the existing rent of £525 pcm to take effect from 7 May 2026.
2. On or about 10 March 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 agreement has not been provided to the Tribunal as the Tenant has misplaced it. He says that the tenancy began in May 2022 or 2023 and that the rental period is a calendar month. These statements are not disputed by the Landlord.

Allocation of Repairs between Landlord and Tenant.

4. 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.

5. No services are provided but at the hearing the Tenant said that in addition to the rent he pays £48.21 per month to the Landlord for water, including water rates. The Tribunal did not have any opportunity to establish the basis of this payment.
6. The Tenant describes the following furniture as having been provided by the landlord: dining table with 2 chairs. sofa, TV unit, tub chair, bed with side unit, wardrobe, fridge-freezer, washing machine. The Landlord also provided floor coverings, but no window curtains.

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. The tenancy does not include any outside space and there is no provision for drying clothes.

Inspection/Hearing

9. The Tenant requested an oral hearing, which was conducted by video link.

The Property

10. The Tenant requested that the Tribunal inspect the Property. However the Tenant has provided photographs of items in the Property which he says require repair, and the Tribunal finds that an inspection would not assist them further. An inspection is not considered necessary in order to determine the market rent. The Landlord has not provided any documentary evidence as to repairs to the property. Neither the Landlord nor her agents have commented on the condition of the property, or provided evidence of comparable rents. Accordingly the Tribunal has considered this case on the basis of (a) the papers provided by the Tenant (b) representations made by the Tenant at the hearing, and (c) its own knowledge and specialist expertise.
11. The Property is a one bedroomed flat on the first floor of Newport House, a modern office block converted to flats in or about 2016. There is an entrance hall, living room/kitchen and a bathroom with bath and over-bath shower.
12. The Property is heated by one electric radiator in the bedroom and two in the living room. The windows are full length, double glazed and continuous along the wall of the living room and bedroom.

Evidence

13. The Tenant returned the Tribunal's Reply form but the Landlord did not do so.

The Tenant.

14. The Tenant made the following comments:

The Tenant says that the large window in the living room is ill-fitting and draughty, letting in rainwater in poor weather. The radiator in the bedroom is either off or on high heat. One of the living room radiators has not worked since the outset of the tenancy; the thermostat on the other cannot be altered. Consequently the Tenant has bought his own radiator to heat the flat. There is a leaking tap in the kitchen, and the Tenant engaged an electrician to repair the defective wiring on the hot water cylinder so as to enable him to use the Economy

7 supply. Further, the Tribunal considers that the position of the washing machine in the bedroom will tend to create condensation and damp problems in that room.

15. The Tenant also explained that the condition of the Landlord's furniture was poor, to the extent that he had replaced the easy chair.
16. In terms of rental evidence, the Tenant provided copies of two advertisements on Rightmove, both dated January 2026, for similar one bedroomed flats in Newport House. Each of these indicated an asking rent of £550pcm. He also provided a later, but undated, advertisement for a one bedroomed flat in another building on the same estate, to let for £500pcm.

The Landlord

17. The Landlord did not respond to the application and has not provided any comparable rents for the Tribunal to consider.
18. None of the Tenant's evidence was contested by the Landlord.

Determination and Valuation

19. The Tribunal considers the comparables provided by the Tenant are directly relevant to their rent assessment.
20. 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 rental of the subject Property in a good state of repair would be £550 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 including having white goods provided by the landlord and the furniture package which was supplied to leaseholders, as shown in the photographs of comparable flats.
21. From this level of rent, the Tribunal has made adjustments in relation to issues with the condition of the Property as described by the Tenant, which reduce its value.

The full valuation is shown below:

Starting Rent	£550.00 pcm
<u>Less</u>	
Adjustments for disrepair	£50.00 pcm

Market rent

£500.00 pcm

Undue hardship

12. 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.
13. The Tenant has asked the Tribunal to fix a later starting date in this case on the ground that the rent is increased annually by the Landlord and the Tenant considers that this causes him hardship. The Landlord did not comment on this claim.
14. The Tribunal has reduced the rent. Consequently the Tribunal does not make any determination as to the Tenant's application for a later starting date.

Decision

15. Therefore, the Tribunal determines the market rent at £500 per calendar month with effect from 7 May 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.