

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/30UH/MNR/2026/0086
Property	15 Saint James Court, Heysham, Lancashire, LA3 2BQ
Tenant	Amanda Kelly
Tenant's Representative	n/a
Landlord	Places for People Homes Ltd
Landlord's Address	2 Crescent Office Park, Clarks Way, Bath, BA2 2AF
Landlord's Representative	Touchstone CPS
Date of Application	Application received on 12 March 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge Steer & Mr J Faulkner FRICS
Date of Decision	9 September 2026
Rent Determined	£775.00 per calendar month
Date the new rent takes effect	1 May 2026

REASONS FOR THE DECISION

Background

1. On 23 February 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 (“Act”) which proposed a new rent of £775.00 per calendar month (pcm) in place of the existing rent of £725.00 pcm to take effect from 1 May 2026 (“Notice”).
2. On 12 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 (“Application”).
3. On 22 July 2026, the Tribunal indicated that it was minded to strike out the Application for lack of jurisdiction and invited the parties to make representations to the Tribunal within 7 days. The Tribunal notes that no such representations were received by either party. The basis of the proposal to strike out the Application was because the tenancy agreement between the parties was an assured tenancy which contained what appeared to be a binding rent review clause at clause 1.1 on page 5 of the tenancy agreement.
4. However, upon a review by the Tribunal and pursuant to a Case Management Note and Directions made by the Tribunal on 19 August 2026, the proposal to strike out the Application was rescinded on the basis that *“the clause in question could be argued to be a “non-binding” provision of the tenancy agreement which simply informs the parties of their statutory rights and does not oust the jurisdiction of the Tribunal”*. In light of the case of *Helena Partnerships v Brown [2015] UKUT 0324 (LC)*, the Tribunal forms the view that clause 1.1 of the tenancy agreement provides reference to a single increase following on or about the first Monday in April following the commencement of the tenancy agreement and relates to the first increase only. Clause 1.1 has no continuing effect following the first rent review, therefore, when the Application was made to the Tribunal clause 1.1 was not ‘a provision, for the time being binding on the tenant’ in accordance with s13(1)(b) of the Housing Act 1988 (as amended). It follows that the mechanism to increase the rent in section 13 of the Housing Act 1988 does apply to this case and the Tribunal does have jurisdiction. The Tribunal has proceeded to determine the market rent for the Property as detailed below.
5. The tenancy commenced on 08 November 2016. Although the rental period in the tenancy agreement refers to a weekly rent, both parties refer to a monthly rent and the rent has been determined on this basis.

Allocation of Repairs between Landlord and Tenant.

6. As per tenancy agreement and 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. The Tenant confirms in the Application that the front lawn is mowed once every 4-6 weeks by the Respondent and that these costs are not charged separately by the Respondent. The Tribunal assumes these costs are included in the rent. The Property which was let to the Tenant on an unfurnished basis.

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.

Hearing

10. The Landlord did not request an inspection of the Property or an oral hearing. In the Application, the Tenant did request both an inspection of the Property and an oral hearing. By a decision with written reasons by a Legal Officer dated 26 March 2026 the Tribunal determined that i) an inspection of the Property would not take place; and ii) an oral hearing would be held upon request from the Tenant and that this would take place remotely. The Tenant did not return the Rents 1B form or make any further representations in relation to an oral hearing. Accordingly, the Application was listed for a paper determination.
11. The Tribunal is satisfied that it can properly consider this case based on the papers provided by the parties and its own knowledge and specialist expertise.

The Property

12. The Property is a semi-detached house with a garden built approximately 30 years ago. The accommodation comprises a living room and kitchen on the ground floor and two bedrooms (one double and one single) and a bathroom on

the first floor. The Property is situated within the centre of Heysham within close proximity of amenities.

Evidence

13. The parties completed the relevant Rents 1 (Tenant) and Rents 1A (Landlord).

The Tenant

14. The Tenant made the following comments relevant to the determination of a market rent for the Property:
 - a) That the market rent payable should be between £600-£675 pcm. Although the Tenant confirms that “*there are many examples of this*” in her Application, she does not provide any comparables.
 - b) The Tenant suggests that comparable properties provided by the Landlord are considerably larger than the Property and that the properties on the estate are all priced differently.
 - c) That the Landlord is a ‘social landlord’ and that this will have an impact on the market rent.
 - d) That the service offered by the Landlord with regards to the management of the Property is poor.

The Landlord

15. The Landlord confirmed that the tenancy of the subject Property is a privately rented tenancy agreement. It was explained that although the Landlord is a registered social landlord, the Property is part of an investment portfolio which is not grant funded. Consequently, it forms part of the Landlord’s privately rented portfolio.
16. In addition, the Landlord provided a ‘2 bed price guide’ (“Guide”) identifying 7 comparable properties within 0.5 miles of the Property ranging from between £795 pcm to £895 pcm. The comparables noted in the Guide appear to be achieved rents given that the report notes next to each property ‘let agreed’.

Determination and Valuation

17. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord’s notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be

disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.

18. Relying on its own expertise and general knowledge of rental values in the area, the comparables provided by the Landlord and the comments made by the Tenant, the Tribunal considers that the market rent 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. The Tribunal accepts that the Landlord's comparable properties in the Guide with rents of £895 pcm appear to relate to larger properties than the subject Property. The Tribunal placed the greatest weight on the final two comparable properties in the Guide, which are both properties in Saint James Court of comparable sizes, when deciding the Market Rent.
19. The Tribunal assumes that the Property is in good condition. As such, no adjustments are warranted and the market rent is determined as below.

Undue hardship

20. The new rent takes effect from the date specified in the Landlord's notice 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 of its decision.
21. The Tenant confirmed in the Application that the rent increase would cause financial hardship. In particular, the Tenant states that "*council tax will be going up, rent is going up, but my wage is not going up in line with this almost 15% rent increase.*" The Tribunal received no further information or evidence from the Tenant to support this statement. The Tribunal therefore does not consider that the increase in rent would cause the Tenant undue financial hardship and accordingly does not fix a later starting date.

Decision

22. Therefore, the Tribunal determines the market rent at £775.00 pcm with effect from 1 May 2026, being the date specified in the Notice.

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 after 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.