

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00DB/MRA/2026/0028
Property	6 Victoria Street, Hemsworth, Pontefract, WF9 4BS
Tenant	Melanie Cook
Tenant's Representative	
Landlord	Mark Rumsey
Landlord's Address	Wira House, Leeds, LS16 6EB
Landlord's Representative	Aspire Property Group
Date of Application	22 June 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr N Swain MRICS – Chair Ms J Chisholm
Date of Decision	18 August 2026
Rent Determined	£800.00 per calendar month
Date of Valuation	01 August 2026
Date the new rent takes effect	01 September 2026

REASONS FOR THE DECISION

Background

1. On 12 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £800.00 per calendar month (pcm) in place of the existing rent of £600.00 pcm to take effect from 01 August 2026.
2. On 22 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.
3. The tenancy commenced on 15 May 2025. The rental period is monthly.

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. 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

8. 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.

The Property

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

Property: Living room, kitchen, three bedrooms and bathroom.

Outside: Garden/yard area.

The Property benefits from gas central heating, double glazing and flooring throughout.

The Property is situated in Hemsworth within close proximity to local amenities. Pontefract town centre is approximately 7 ½ miles to the north.

Evidence

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

The Tenant

11. The Tenant made the following comments:

- a) That the property was not up to market price standards.
- b) That the front and back doors are unsafe, the toilet is loose and there is black mould in their son's bedroom.

12. The Tenant did not provide comparable rental evidence.

The Landlord

13. The Landlord made the following comments:

- a) The majority of the issues raised by the Tenant had not been raised with them previously.
- b) They are aware of the front door issue. Repair has been instructed but they are still awaiting

14. The Landlord provided a series of extracts from an online property portal showing rents for similar properties advertised at between £795.00 and £925.00 pcm.

Determination and Valuation

15. The Tribunal considered the evidence provided by the Landlord to be of use.
16. Relying on its own expertise and general knowledge of rental values in the area, and the evidence 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 £825.00 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.
17. Whilst comments had been made regarding repair issues, no evidence had been provided. Therefore, the Tribunal has made no adjustment to the market rent figure.

Open-Market Rent	£825.00 pcm
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Undue hardship

18. 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.
19. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says he will be caused undue hardship because they are on benefits and cannot afford the new rent. No evidence has been provided to support this.
20. The Landlord did not respond to the Tenant's application for postponement due to hardship.
21. As a result of our decision the rent will increase by £225.00 per month. On the basis of no evidence being supplied, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.

Decision

22. The Tribunal determines the new rent at the amount proposed by the Landlord of £800.00 per calendar month with effect from 01 September 2026 as this is lower than the open-market rent determined by the Tribunal.

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 (rule 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.