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|  | FIRST - TIER TRIBUNAL<br>PROPERTY CHAMBER<br>(RESIDENTIAL PROPERTY)              |
| Case Reference                                                                    | MAN/00DA/MRA/2026/0045                                                           |
| Property                                                                          | 14 Sandhurst Street, Calverley, Leeds,<br>LS28 5RN                               |
| Tenant                                                                            | Tracey Barraclough                                                               |
| Tenant's Representative                                                           | N/A                                                                              |
| Landlord                                                                          | Christopher Sellers                                                              |
| Landlord's Address                                                                | c/o Martin & Co Leeds, 93 New Road<br>Side, Leeds, LS18 4QD                      |
| Landlord's Representative                                                         | Ms Ellie Worby of Martin & Co Leeds,<br>93 New Road Side, Leeds, LS18 4QD        |
| Date of Application                                                               | 8 <sup>th</sup> July 2026                                                        |
| Type of Application                                                               | Determination of an Open-Market Rent<br>sections 13 & 14 of the Housing Act 1988 |
| Tribunal Members                                                                  | Hefin Lewis FRICS - Tribunal Chair<br><br>Kenny IP – Tribunal Member             |
| Date of Decision                                                                  | 24 <sup>th</sup> September 2026                                                  |
| Rent Determined                                                                   | £925 per calendar month                                                          |
| Date of Valuation                                                                 | 18 <sup>th</sup> July 2026                                                       |
| Date the new rent takes effect                                                    | 18 <sup>th</sup> October 2026                                                    |

## REASONS FOR THE DECISION

### Background

1. The Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988, certified as being delivered on 4<sup>th</sup> May 2026, which proposed a new rent of £950 per calendar month(pcm) in place of the existing rent of £895 pcm to take effect from 18<sup>th</sup> July 2026.
2. On 8<sup>th</sup> July 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 18<sup>th</sup> July 2025 at an initial rent of £895 per calendar month. 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. N/A

### 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

### Inspection/Hearing

8. Neither party requested an inspection.
9. The Tenant requested a hearing as 'I may wish to provide further evidence and clarification regarding issues that have affected the property, including drainage

and sewage-related problems, maintenance concerns and the condition of the property during my tenancy. A hearing may assist the Tribunal if any points require further explanation beyond the written evidence submitted.'

10. Accordingly, a hearing was held on 24<sup>th</sup> September 2026 at 12 o'clock by video platform. Both the applicant and respondents agent attended the hearing.
11. The Tribunal has considered this case on the basis of an oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

### The Property

12. The property was not inspected. The Tribunal relies on the images and description provided by the parties. It is understood that the subject property is a traditionally built mid terraced house with accommodation arranged over two floors and briefly comprising:

Ground Floor: hall. Living room, kitchen.

First Floor: Landing, two bedrooms, bathroom with w/c.

Outside: enclosed rear yard.

The Property is situated in an established residential area within reasonable distance of general amenities and transport links.

### Evidence

13. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

### *The Tenant*

14. The Tenant made the following comments:
  - a) 'The Tenant Sewerage issues which have materially affected my use and enjoyment of the property. Yorkshire Water records confirm multiple visits, mitigation works, remedial works and restrictions affecting the drainage system. I was advised to use specialist toilet paper and to flush twice due to limitations within the drainage system. Yorkshire Water subsequently carried out further works to address issues identified on the network. Given the history of these issues and their impact on the property during my tenancy.'
  - b) I do not believe the proposed increase to £950 per calendar month reflects the condition and practical use of the property.

- c) I had new flooring fitted in the kitchen I had all the carpets cleaned at my own expense.'

15. The Tenant did not provide comparable rental evidence.

*The Landlord*

16. The Landlords agent made the following comments:

- a) 'In her application and supporting documents, Ms Barraclough refers to ongoing drainage and sewage issues at the property. Whilst I appreciate that these issues would have been inconvenient for the tenant, I do not consider that they justify a reduction in the market rent for the property. The drainage issue was initially reported directly by Ms Barraclough to Yorkshire Water, and the landlord and letting agent were not made aware of the matter at the outset. We only became aware of the issue after Ms Barraclough experienced difficulties in resolving the matter with Yorkshire Water.
- b) My understanding is that the drainage issues have now been resolved. Although the tenant has advised that she has been instructed to use a specific type of toilet paper, which is understandably inconvenient, this does not, in my view, have a material impact on the open market rental value of the property.
- c) The issues experienced arose in connection with the drainage network and Yorkshire Water's investigation and response, rather than from any failure on the part of the landlord to maintain or repair the property. Once the landlord and letting agent became aware of the issue, they cooperated as required. Whilst I sympathise with the inconvenience caused to Ms Barraclough, I do not believe that these circumstances affect the market rent that the property would reasonably achieve if let on the open market.

17. The following comparables were provided by the Landlords agent with accompanying notes by way of explanation:

| Property                    | Type                     | Rent Advertised (PCM) | Status                   |
|-----------------------------|--------------------------|-----------------------|--------------------------|
| Thornhill Street, Calverley | Mid terraced 2 bed house | £1,150                | Let agreed – May 2025    |
| Salisbury Street, Calverley | Mid terraced 2 bed house | £1,100                | Let agreed – June 2025   |
| Thornhill Street, Calverley | Mid terraced 2 bed house | £975                  | Let agreed – May 2025    |
| Salisbury Place, Calverley  | Mid terraced 2 bed house | £975                  | Let agreed – August 2025 |

- a) The comparable evidence demonstrates that similar properties within the local area are being marketed and let at rental values equal to, and in many cases higher than the proposed rent of £950 per calendar month. In our opinion, the proposed increase from £895 to £950 per calendar month remains below the upper end of the current market range and represents a fair and reasonable market rent for the property.
- b) Although some comparable properties are advertised at higher rental values, the landlord has not sought to match the highest rents in the area. The proposed rent of £950 pcm was selected as a fair reflection of the property's current market value.

### Hearing

- 18. The hearing was conducted remotely using the CVP platform.
- 19. At the hearing, the Applicant represented herself. The Respondent landlord was represented by Ms Worby of Martin and Co. Letting Agents.
- 20. The tenant wished to rely upon her written submissions but referred to 'structural' issues at the property and poor and /or ineffective management. Amongst the inconvenience caused, she referred to a period of 13 days without a working toilet and 16 days with a blocked sink. She advised that the agent blamed her for the blockage through improper use.
- 21. The tenant referred to regular attendance from Yorkshire Water to resolve the issue. Yorkshire Water confirmed that they were aware of a 'network problem' with drainage in the area. The tenant also referred to numerous conversations with the landlord and unsuccessful attempts to resolve the issue. She was left to resolve the issue herself.
- 22. After several attempts to resolve; the matter is currently being managed through use of a specific type of toilet paper and double flushing. There have been no recent major incidents.
- 23. Ms Worby, for the Respondent confirmed that the management company were first alerted of the problem in February 2026. Given that Yorkshire water was already involved, no further action was taken. Her statement confirmed that the Landlord had not notified the agency of the problem but confirmed that this would not have been unusual as the Landlord would often deal with maintenance issues himself.

24. As to the rent proposed, Ms Worby did not regard this as a 'premium rent' and that the evidence demonstrated this. She also confirmed that adjustment had been made to reflect the difficulties experienced by the tenant.
25. At the outset of the hearing, Ms. Worby confirmed that the relevant date for service of the notice under Section 13 (2) (as amended) of the Housing Act 1988 was 4<sup>th</sup> May 2026.

#### Determination and Valuation

26. 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.
27. The Tribunal acknowledges the issues experienced by the tenant. Unsatisfactory drainage arrangements is a fundamental lack of amenity which must impact upon its suitability to be let and/or its rental value. It is recognised that this may not be a deliberate act or failure of the Landlord but nor is it the tenants responsibility. If there is a network problem with the Water utility company, then the issue is a matter between the Landlord and that company. The tenant cannot be held responsible unless there is improper or inappropriate use.
28. The Tribunal finds that, whilst the Landlord may not be culpable for the inadequacy of the drainage, he has not taken appropriate measures to remedy the problem having essentially let the tenant resolve it herself. The Tribunal recognises that, for the time being, the situation appears to be managed due to careful sanitary use but is mindful of the inherent weakness in the network system.
29. Ms Worby for the management company maintains that they were not aware of the issue until February 2026 when matters were being investigated and resolved by Yorkshire Water. This is accepted by the applicant. However, Ms. Worby also claims the Landlord was not aware of the drainage issues until February 2026. This is clearly not the case as there is text messages between the tenant and the Landlord since August 2025. The Landlord had also attended at the property during this period to resolve the issue, albeit unsuccessfully.

30. When questioned, Ms Worby accepted that a property without a satisfactory waste management system could not reasonably be let. She also accepted that such issues would be the responsibility of the Landlord and not the tenant.
31. Relying on its own expertise and general knowledge of rental values in the area, and the comparables 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 £1,000.00 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 including those provided by the landlord.
32. From this level of rent, the Tribunal has made adjustments in relation to the following:

- a) Drainage issues

The full valuation is shown below:

|                               |                      |
|-------------------------------|----------------------|
| Starting Rent                 | <u>£1,000.00</u> pcm |
| <u>Less</u>                   |                      |
| a) Items given under a) above | <u>£</u> 75.00       |
| Open-Market Rent              | £ 925.00 pcm         |

### Decision

33. The Tribunal determines the new rent amount at £925 per calendar month with effect from 18<sup>th</sup> October 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

### Reimbursement of Fees

34. The Tenant has requested the Tribunal make an Order that the Landlord should reimburse their application fee of £47.00. The tenant has not set out her reasons for doing so. The respondent has not responded to this request.
35. After consideration of the parties' submissions and representations made at the oral hearing, the Tribunal declines to Order the Landlord to reimburse the Tenant's application fee of £47.00.

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.