

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00DA/MNR/2026/0366
Property	Room 2, 13 Grimthorpe Place, Leeds, LS6 3JT
Tenant	Jowelcia Pipa
Tenant's Representative	None
Landlord	MD2 (North) Limited
Landlord's Address	809 Salisbury House, 29 Finsbury Circus, London EC2 M7AQ
Landlord's Representative	Harry Wood of Linley & Simpson Limited
Date of Application	14 July 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Colin Green (Legal Chairman) Jim Gallagher MRICS (Valuer Member)
Date of Decision	30 September 2026
Rent Determined	£650.00 per calendar month
Date the new rent takes effect	15 July 2026

REASONS FOR THE DECISION

Background

1. Under a tenancy agreement between the parties signed on 30 July 2025 an assured tenancy was granted of the Property for a term from 15 July 2025 to 14 January 2026 and thereafter from month to month. The rental period is monthly.
2. On 30 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £675.00 per calendar month (pcm) in place of the existing rent of £550.00 pcm to take effect from 15 July 2026.
3. On 14 July 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.

Allocation of Repairs between Landlord and Tenant

4. As per the tenancy agreement and section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than any carpets and curtain and white goods specified below) and the costs relating to the same

5. No service charge but utility bills are included in the rent. A bed and mattress, desk, chest of drawers, and wardrobe were provided under the tenancy.

Liability for Council Tax

6. The rent includes council tax (apportioned amount unknown). The rent determined is inclusive of council tax and utilities.

Any other terms of the tenancy taken into consideration in determining the rent

7. None.

Hearing & Inspection

8. The Tenant requested an inspection. By a decision of 7 August 2026, the Tribunal refused an inspection but directed that a hearing would take place remotely by way of the Cloud Video Platform or CVP. The hearing took place on 30 September 2026 at 2.00. The Tenant did not attend the hearing. The Tribunal clerk telephoned the Tenant on her mobile phone number twice, before and after 2.00, but received no reply.
9. Under rule 31 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, if a party fails to attend a hearing the Tribunal may proceed with the hearing if the Tribunal is satisfied of the following.
10. First, that the party has been notified of the hearing or that reasonable steps have been taken to notify the party of the hearing. Notification of the hearing was sent to the Tenant at the email address she has used in these proceedings and was not returned as undeliverable.
11. Second, if the Tribunal considers that it is in the interests of justice to proceed with the hearing. The Tribunal was so satisfied for the following reasons. The Tenant has been able to present her case in her application form and the supporting documents provided and an adjournment was unnecessary and would be poor use of the Tribunal's resources. In addition, contrary what is stated in paragraph 2 of the decision of 7 August, the Tenant did not request a hearing. (Nor did the Landlord.)
12. Accordingly, after waiting until 2.10, the Tribunal proceeded with the hearing. Harry Wood of Linley & Simpson Limited, the Landlord's managing agent, represented the Landlord.

The Property

13. The Property (Room 2) is a first-floor bedroom within a shared house with an en-suite bathroom/WC. The Property has radiators and double-glazing throughout. All floors are carpeted. There is a lounge with kitchen and dining area on the ground floor, shared with three other tenants, which has hardwood laminate floors.

Evidence

14. The parties completed the relevant MR1 (Tenant) and MR2 (Landlord) forms.
15. The issues between the parties are best considered under the following headings.

Condition

16. The Tenant commented that the Property comes with significant limitations such as a broken desk leg, reported at move in. A persistent hydrogen sulphide (rotten egg smell) remains after the plumber investigated. There is a rat issue which was never confirmed to be fully eradicated after the last pest control visit. The property also has significant spatial limitations in the singular communal area between 4 adults, with a very small open plan kitchen, such that the fridge is within the living space, and cabinets are overflowing. It lacks fixed furniture, as the space is too small to accommodate a proper dining table and chairs for the number of occupants, so is instead replaced with stools and a folding table.
17. The Landlord's response is as follows.
18. *Pest Control Measures* – the Landlord takes any reports of pest activity seriously and acted promptly upon receiving notification. Following investigation:
 - Evidence of rodent activity was identified only within the external meter cupboard, which is not a habitable part of the building.
 - No evidence of rats was found within any habitable rooms of the building, including bedrooms, kitchens, bathrooms or living areas.
 - A professional programme of pest control was undertaken, including the deployment of appropriate rodent poison.
 - All identified and potential entry points were sealed to prevent further access to the meter cupboard and surrounding areas.

- Following these works, no further evidence was identified to indicate that rodents were accessing or occupying the living accommodation.
 - Accordingly, there is no evidence that the property suffered from an ongoing infestation affecting the Tenant's occupation of the Property and shared facilities.
19. *Alleged Rotten Egg Smell* – the reported odour is not connected to rodent activity. Investigation established that the smell was consistent with sewer gases escaping due to missing shower waste cups (trap inserts) from the shower trays. These inserts are designed to:
- Maintain the water seal within the waste trap;
 - Prevent foul odours from entering the bathroom;
 - Catch hair and debris to assist with drainage.
20. Where these inserts are missing, unpleasant odours can escape through the waste system despite there being no defect with the drainage itself. As part of the maintenance carried out, the building's external drainage gullies were also thoroughly cleaned using a high-pressure jet wash to ensure they were free from debris and operating correctly.
21. The Landlord has therefore investigated both concerns and undertaken appropriate remedial works. There is no evidence that either issue resulted from a failure by the Landlord to maintain the building, nor is there evidence of an ongoing pest infestation within the habitable areas of the building, and in turn it is not appropriate to consider this as part of the dispute.
22. The Tribunal's finding is that the rodent issue was resolved. It was told by Mr. Wood at the hearing that a shower waste cup has been installed, which should have cured any such smell. In any event, the Tribunal does not consider that the rotten egg smell is a value-significant matter in determining the market rent.

Comparables

23. The Tenant claimed that properties of similar characteristics of 4 bedroom, 4 tenants, 3 bath, 1 shower room, combined kitchen and living area, 1 communal area, no garden, no parking, no cleaner, no gardening, within the same area, are within the range of £550.00 to £600.00 pcm. Some properties have preferable characteristics such as fewer tenants or more communal spaces. The kind of accommodation for the rent the Landlord is proposing (£695.00 pcm) typically comes with 3 bedrooms, cleaners, and a separate kitchen, or are studios. The Tenant claims that £589.00 pcm is an appropriate market rent for the Property.
24. The Landlord submits that the Property is within a professionally managed shared house that has been refurbished to a high standard. The Tenant occupies:
- The only en-suite bedroom within the property.
 - A refurbished room in excellent decorative condition.
 - Accommodation benefitting from modern fixtures and fittings.

Photographs were provided in support.

25. The Landlord's evidence of market value consists of what comparable rooms within the same building are achieving, as well as other accommodation owned by the Landlord, supported by redacted tenancy agreements. As regards flats within the same building:
- a) Room 1, 13 Grimthorpe Place
- Non-en-suite bedroom in the basement
 - Smaller than the room occupied by the tenant disputing
 - Let on 1 July 2026

- Current rent: £625.00 pcm

This letting demonstrates that the market is currently willing to pay £625.00 for a room without an en-suite bathroom. The Property benefits from the added privacy and convenience of exclusive bathroom facilities, which commands a premium over standard rooms.

b) Room 3, 13 Grimthorpe Place

- Non-en-suite bedroom on the second floor
- Smaller than the room occupied by the tenant disputing
- Let approximately one year ago
- Current rent: £600.00 pcm

This provides evidence of historic rental levels within the building. Since this tenancy commenced, rental values have increased generally across the market. Accordingly, the more recent letting at £625.00 better reflects present market conditions.

The Tenant occupies the only en-suite room within the property. This offers significant additional value compared with the other bedrooms by providing:

- Exclusive bathroom facilities
- Greater privacy
- Increased convenience
- Reduced sharing of communal amenities

26. It is standard market practice for en-suite rooms to achieve higher rents than equivalent non-en-suite rooms. Given that non-en-suite rooms within the same

building are currently achieving up to £625.00 pcm, a rent of £650.00 for the only en-suite room represents only a modest premium.

27. Concerning professionally refurbished shared houses of a comparable standard within the Landlord's portfolio, the Landlord relies on 17 St Ann's Avenue LS4 2PB, whose features include:
 - Six en-suite bedrooms
 - Similar room sizes
 - Similar refurbishment quality
 - Similar specification
28. The en-suite rooms within that property currently achieve £695.00 - £725.00 pcm. It is acknowledged that this property accommodates more occupiers, sharing facilities with a larger number of residents. Nevertheless, it demonstrates the level the market is willing to pay for high-quality en-suite accommodation provided by the Landlord.
29. The Landlord contended that having regard to the above comparables, the appropriate market rent should be £650.00 pcm rather than £675.00 pcm as proposed in the notice of increase.

Determination and Valuation

30. Under section 14(1) of the 1988 Act, 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, which is not the case here.

31. As regards the Tenant's comparables, her comments are of a general nature and not supported by evidence of any specific comparables. It is not known if the rental figures mentioned included council tax and utilities, so that the Tribunal was unable to make a proper comparison with a rent for the Property. It is not known how the Tenant reached her proposed rent of £589.00 pcm.
32. Of the Landlord's comparables, the Tribunal considered the actual rents for rooms 1 and 3 in the same building were to be preferred, the rent for which also includes council tax and utilities. Any criticism of the nature and extent of the shared facilities in the lounge/kitchen made by the Tenant would also extend to those rooms which share the same facilities. Since neither room 1 nor 3 have the benefit of an en-suite bathroom one would expect the open market rent to be higher for the Property. Room 1 was let on 1 July 2026 at £625.00 pcm, closest to the valuation date in this case of 15 July 2026, the date of increase. Room 1 is in the basement and not first floor accommodation. In the Tribunal's judgment, an uplift of £25.00 pcm from £625.00 pcm adequately reflects the presence of an en-suite in the Property and its slightly better location.
33. Therefore, £650.00 pcm is the rent the Tribunal would expect the Property to let for in the open market. It was not considered necessary to make any adjustments to that figure in respect of the condition of the Property.

Decision

34. Therefore, the Tribunal determines the market rent at ££650.00 pcm with effect from 15 July 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.