	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00CY/MRA/2026/0055**
Property	**92 Rastrick Common, Brighouse, West Yorkshire, HD6 3EL**
Tenant	**Victoria Pollard and Shane Pearson**
Tenant's Representative	**Acorn The Union, 71–75 Shelton Street, Covent Garden, London WC2H 9JQ**
Landlord	**Nest Egg Corporation Ltd**
Landlord's Address	**102B Ferndale Road, Clapham, Greater London, SW4 7SE**
Landlord's Representative	**Aspire Properties**
Date of Application	**13 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge L White** **Tribunal Member N Foster FRICS**
Date of Decision	**12 October 2026**

© CROWN COPYRIGHT

Rent Determined	**£700 per calendar month**
Date the new rent takes effect	**20 October 2026**

REASONS FOR THE DECISION

Background

1. On 8 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £795.00 per calendar month (pcm) in place of the existing rent of £600.00 pcm to take effect from 20 July 2026.

2. On 13 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.

3. The present tenancy commenced 20 July 2025. The rental period is monthly and rent is payable on the 20th of each month.

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 service charges were identified as part of or separately from the rent.

6. The Tenant stated in the application form that no furniture was provided.

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. None.

Hearing

9. The Tenants requested an oral hearing. The Tribunal directed that the application be determined at a remote hearing. The Tenants attended the hearing, together with agent Gabriela Raczek on behalf of the Landlord.

10. The Tribunal has considered this case on the basis of evidence heard at the hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

11. The Property is a mid terraced two bedroomed property which consists of a living room, kitchen, two bedrooms and a bathroom. There is a courtyard at the rear which is shared with 3 other properties. Parking is on the street.

12. The Property has gas central heating and double glazing.

13. Rastrick Common is a residential through-road and serves as a main route connecting parts of Rastrick to Brighouse. In terms of amenities, the location is situated approximately one mile from Brighouse Town Centre, providing access to supermarkets, local schools, and transport links like Brighouse Railway Station and Junction 25 of the M62 motorway.

Evidence

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

<u>The Tenants</u>

15. The Tenants contend that the proposed rent of £795 per calendar month is excessive and that an appropriate market rent for the Property is £700 per calendar month. In support of their position, they rely upon comparable properties advertised for rent in the locality.

16. The Tenants also challenge the comparables relied upon by the Landlord. They say that those properties provide materially superior accommodation and amenities. In particular, they state that the Property has one average-sized bedroom and a second bedroom which is very small and, they say, insufficient to accommodate an adult single bed. The Tenants confirmed there are two child

beds in the room. They further say that the Landlord's comparables have front and rear gardens, whereas the subject Property has only a shared rear courtyard, of which the area practically available to them is limited. They also point out that some of the Landlord's comparables have off-street parking or a garage, whereas the subject Property has only on-street parking.

17. The Tenants rely additionally upon the Property's position on a busy main road and an outstanding leak around the kitchen window. They also refer to the adjoining golf course and overhanging tree line, from which leaves fall into the gutters, and other features of the locality which they consider adversely affect the Property. Their overall case is that, having regard to the Property's size, accommodation, condition and comparatively limited external amenities, the Landlord's comparables are superior to the subject Property and do not justify a rent of £795 per month.

The Landlord

18. The Landlord's case is that the market rent of the Property is £795 pcm, being the rent proposed in the notice of increase. In support of that figure the Landlord, through Gabriela Raczek of Aspire Properties, submitted an MR2 together with comparable rental evidence.

19. The Landlord's comparable evidence was set out in a Best Price Guide listing five two-bedroom properties with advertised rents ranging from £750 to £950 pcm. The comparable properties have two medium-to-large bedrooms and front and rear gardens, with three of the properties also benefiting from either off-street parking or a garage.

20. The Landlord relies upon those properties as evidence of the level of rent which two-bedroom accommodation in the locality is capable of commanding and as support for the proposed figure of £795 pcm.

Determination and Valuation

21. The Tribunal considered the comparable evidence submitted by both parties. None of the properties relied upon was directly comparable with the subject Property. Further, a number of the comparables related to lettings more than a year before the relevant date and, in some instances, several years previously. Given the passage of time and the potential for changes in the rental market, the Tribunal considered that those historic transactions provided limited assistance and placed no material weight upon them.

22. Of the evidence submitted by the Tenants, the Tribunal considered the most useful comparable to be a three-bedroom end-terraced property on Rastrick Common, for which a rent of £750 per calendar month was advertised and a letting had been agreed. That property was not directly comparable, however, as it provided three bedrooms and benefited from a front garden.

23. Of the Landlord's evidence, the Tribunal considered the most useful comparable to be a two-bedroom mid-terraced property on Sunnydale Avenue, advertised at £950 per calendar month, in respect of which a letting had been agreed. The Tribunal noted that this property had two large double bedrooms, substantial front and rear gardens and was situated in a quiet cul-de-sac. Those characteristics made it materially superior to the subject Property.

24. The Tribunal considered the comparable evidence as a whole, making appropriate allowances for the differences between the properties. In reaching its determination, the Tribunal also applied its own knowledge and experience as an expert Tribunal. In relation to the subject Property, particular regard was had to the relatively small size of the second bedroom, the shared rear courtyard rather than a private rear garden, the absence of off-street parking and its location on a busy road. The Tribunal concludes that the open market rent of the Property is £700 per calendar month.

25. Accordingly, pursuant to section 14 of the Housing Act 1988, the Tribunal determines that the rent payable for the property is £700 per calendar month.

Open-Market Rent **£700.00 pcm**

Undue hardship

26. 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.

27. In their application, the Tenants indicated that the proposed increase in rent would cause them hardship. However, they provided no details in the application form as to the nature or extent of that hardship and confirmed that they had not provided any evidence in support of the claim.

28. The Tribunal has considered whether payment of the rent determined from the date specified in the landlord's notice would cause the Tenants undue hardship. The burden is upon the Tenants to establish that undue hardship would arise. Although the Tenants asserted that the rent increase would cause hardship, the Tribunal was provided with no evidence of their financial circumstances, income, expenditure or other matters from which it could properly assess the effect upon them of the increase.

29. In the absence of supporting evidence, the Tribunal is not satisfied that the Tenants have established undue hardship and the application for postponement of the effective date of the rent increase is refused. Accordingly, there is no basis upon which to postpone the date from which the determined rent is payable.

Decision

30. Pursuant to section 14 of the Housing Act 1988, the Tribunal determines the market rent for the Property to be £700.00 per calendar month with effect from 20 October 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 (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.