	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/36UC/MRA/2026/0095**
Property	**Fawdington Grange Farmhouse, Fawdington, Helperby, York, YO61 2RQ**
Tenant	**Jonathan Lawson-Brown & Rebecca Lawson-Brown**
Tenant's Representative	
Landlord	**The Fawdington Settlement**
Landlord's Address	**8 Foundry Yard, New Row, Boroughbridge, North Yorkshire, YO51 9AX**
Landlord's Representative	**The Property Partnership Group**
Date of Application	**31 July 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr S Wanderer MRICS – Chair** **Ms H Dobby**
Date of Decision	**21 October 2026**
Rent Determined	**£2,700.00 per calendar month**
Date the new rent takes effect	**1 November 2026**

© CROWN COPYRIGHT

REASONS FOR THE DECISION

Background

1. On 20 May 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,750.00 per calendar month(pcm) in place of the existing rent of £2,650.00 pcm to take effect from 1 August 2026.

2. On 31 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 agreement provided to the tribunal commenced on 1 July 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. The Tenant does not pay any service charges. The Property is let unfurnished.

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. N/A.

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 detached house providing the following accommodation over 229 m^2:

   day room, dining room, kitchen, office, w/c, 5 bedrooms, 3 bathrooms
   Outside: gardens, outbuildings

The Property is situated in the rural area of Fawdington. The nearest large town is Thirsk, some 8 miles to the north.

Evidence

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

The Tenant

11. The Tenant note a number of repair and maintenance issues, including recurring water ingress, leaks and damp, and submitted evidence that these issues had persisted or recurred notwithstanding previous remedial works.

12. No comparables were provided, although the Tenant did comment on and provided analysis of the Landlord's comparables, submitting that the rent should remain £2,650 pcm.

The Landlord

13. The Landlord's representative addressed the condition issues raised by the Tenant and submitted that a number of repairs had been undertaken over the time the Tenant has occupied the Property. It was acknowledged, however, that the south gable end wall has an issue with water ingress under extreme weather due to the age of the brickwork. It was submitted that this is inherent in the nature of such a period property and does not 'impact the everyday habitability or core structural integrity of the property.'

14. The Landlord provided the following comparables analysed on an annual rent per m² basis:

Comparable	Property Name	Address	Postcode	Current Annual Rent	Internal m²	£/m²
a	Beck Farmhouse	Fawdington, York	YO61 2RQ	£32,400	206	£157.28
b	Alder House	Alne, York	YO61 1RL	£33,600	215	£156.28
c	The Dairy	Aldborough, York	YO57 9ES	£38,400	254	£151.18
d	Croft Barn	Nun Monkton, York	YO26 8EW	£30,000	143	£209.79
e	St Helens Farm	Little Ribston	LS22 4EY	£31,560	159	£198.49
f	Manor Farmhouse	Aldborough, York	YO57 9EP	£28,800	208	£138.46
g	Greenhills Farmhouse	Welbury, Northallerton	DL6 2SH	£30,000	236	£127.12

h	The Wood House	Littlethorpe	HG4 3LU	£33,000	248	£133.06
i	The Manor House	Kirkby Knowle, Thirsk	YO7 2JQ	£33,000	276	£119.57
j	The Farm	Rainton	YO7 3PH	£31,800	232	£137.07

Determination and Valuation

15. The Tribunal considered the Landlord's comparables and attached greatest weight to comparable (a) on the basis of its size, character and location.

16. Relying on its own expert, general knowledge of rental values in the area and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property in good order would be in the order of £2,750.00 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 comparable properties.

17. From this level of rent, the Tribunal has made adjustments in relation to the following:

    a) Water ingress/damp.

    The full valuation is shown below:

    Starting Rent

    £2,750.00 pcm

Less

    a) Items given under a) above £50.00

Market rent

£2,700.00 pcm

Decision

18. The Tribunal determines the new rent amount at £2,700.00 per calendar month with effect from 1 November 2026 as this is lower than the proposed rent of £2,750.00 per calendar month.

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.