	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00FA/MNR/2026/0129**
Property	**131 Pools Brook Park, Kingswood, Hull, East Yorkshire, HU7 3GF**
Tenant	**Samantha Barr**
Tenant's Representative	**n/a**
Landlord	**Dreem Haven Limited (formerly Yorkshire & Lincolnshire Developments Ltd)**
Landlord's Address	**c/o 24 Hull Road, Hessle, HU13 0GW**
Landlord's Representative	**Linley and Simpson**
Date of Application	**16 March 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Tribunal Judge Steer & Ms J Bissett FRICS**
Date of Decision	**10 September 2026**
Rent Determined	**£825.00 per calendar month**
Date the new rent takes effect	**20 April 2026**

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REASONS FOR THE DECISION

Background

1. On 27 February 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 ("Act") which proposed a new rent of £825.00 per calendar month (pcm) in place of the existing rent of £750.00 pcm to take effect from 20 April 2026 ("Notice").

2. On 16 March 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 ("Application").

3. The tenancy commenced on 14 April 2025. The rental period is monthly.

Preliminary Issue

4. At the start of the hearing (details of which are at paragraph 12 below) a preliminary issue was dealt with regarding the admission of the evidence supporting the Landlord's Rents 1A Application.

5. In the Rents 1A Application submitted by the former landlord, there is reference to an attached floor plan (paragraph 2.3) and an attached 'Best Practice Guide' (paragraph 2.5). The Panel had not received these documents in the parties bundles and investigations with the Tribunal prior to the hearing suggested that these documents had not been received from the Landlord or the Landlord's Representative.

6. At the start of the hearing, the Landlord's Representative produced emails to evidence that the Tribunal had indeed received the documents referred to as attachments in the Rents 1A form. Despite this, it transpired that the Tenant had not received the attachments which the Landlord wished to rely upon. It was explained to the Tenant that in order to preserve procedural fairness, she was entitled to request an adjournment of the hearing so that she could consider the Landlord's evidence and respond to it if required. The Tribunal explained that an adjournment of the hearing to a later date was an option in the circumstances given that it appeared that it was the Tribunal who had failed to save and circulate the Landlord's evidence. A further option offered to the Tenant was that the Landlord's evidence could be circulated to both the Tribunal and to the Tenant straightaway by email, with a short adjournment to the hearing so that the evidence could be considered and shortly thereafter the hearing reconvened. The Tenant agreed to the latter option. The hearing was stood down for approximately 20-25 minutes, and it continued once the Tribunal and the Tenant had received and had an opportunity to review the Landlord's evidence.

Allocation of Repairs between Landlord and Tenant.

7. As per tenancy agreement and 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.

8. There are no service charges payable by the Tenant and the Property was let to the Tenant on an unfurnished basis.

Liability for Council Tax

9. 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.

10. None.

Hearing

11. The Landlord did not request an inspection of the Property or an oral hearing. In the Application, the Tenant did request both an inspection of the Property and an oral hearing. By a decision with written reasons on 10 April 2026, the Tribunal determined that it would make its determination of the market rent based on the evidence submitted following a remote hearing but would not carry out an inspection. Neither party requested that the decision be considered afresh.

12. A hearing was held on 10 September 2026 at 2pm by video platform. The Tenant and the Landlord's representative, Mr Atkinson of Linley and Simpson attended the hearing. The Tenant attended by telephone and the Landlord's Representative attended by video platform. The Tribunal has considered this case on the basis of an oral hearing, the papers provided by the parties (including the evidence provided by the Landlord at the start of the hearing) and its own knowledge and specialist expertise.

The Property

13. The Property is a 2-storey mid-terraced house, built circa 2010, offering the following accommodation:

Internal: One kitchen, one reception room, ground floor WC, three bedrooms, one bathroom.

External: Rear garden and driveway.

Both parties described the Property as being in good condition.

The Property is situated on Pools Brook Park in the Bransholme area of Hull, close to local amenities. Hull City Centre is approximately 5 miles to the south-west.

Evidence

14. The parties completed the relevant Rents 1 (Tenant) and Rents 1A (Landlord).

The Tenant

15. The Tenant made the following comments relevant to the determination of a market rent for the Property in the Application and supporting evidence:

    (a) That the market rent payable should be £780 pcm. Previous rent increases were not more than £30 per annum.
    (b) That the size of the bedroom is not adequate for a family of 3 or 4. In particular there is no storage and the third bedroom is tiny (you cannot fit a single bed in it).
    (c) The carpet in the hallway and upstairs has not been renewed in 10 years and the kitchen flooring needs replacing. The Tenant has replaced the living room floor laminate, she has decorated the Property and has spent over £1,000 extending the patio at the back of the Property.
    (d) The Tenant states that she is in financial hardship due to giving up her employment to look after her granddaughter who she now fosters full time.

16. The Tenant did not provide comparable rental evidence but did produce a screen shot from a website rentchecker.co.uk which estimated an achievable rent for the Property at £719 pcm.

The Landlord

17. The Landlord made the following comments relevant to the determination of a market rent for the Property in their Rents (1A) form, the associated evidence and in their oral submissions at the hearing:

(a) That the third bedroom was a "typical single bedroom with dimensions of 2.00m x 2.21m.

(b) The Landlord states that the open market rental value of the Property is £895 pcm, but states that the Notice was served with a proposed rent of £825 pcm in recognition of the Applicant's circumstances. The Landlord's Representative stated that the Tenant has been a good tenant and understood that a higher proposed rent would be unmanageable for the Tenant.

18. The following comparables were provided by the Landlord:

(a) A list of 5 three-bedroom properties situated on Pools Brook Park itself with rents ranging from £840 pcm to £950 pcm.

(b) The 'Best Price Guide' containing rental evidence of 13 three-bedroom properties within the wider Kingswood area, with rents ranging from £895 pcm to £1,130 pcm.

Determination and Valuation

19. 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.

20. Relying on its own expertise and general knowledge of rental values in the area, the rental evidence provided by the Landlord, the oral submissions made by both parties at the hearing and the written evidence provided by the Tenant, 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 if it was in the same general condition as the comparable properties relied upon by the Landlord.

21. When considering the Landlord's 'Best Price Guide', the Tribunal accepted that these properties were within a broadly similar estate and are of comparable age, however, they vary considerably in property type, size, layout, storeys and overall accommodation. Whilst this information was a useful indication of the wider rental market, the Tribunal did not accept this evidence as direct comparables and hence less weight was attributed to it. The Tribunal considered the lettings

in Pools Brook Park to be more helpful, although differences in size, configuration and accommodation remain with respect to these comparables. The Tribunal considered the rental evidence provided by the Tenant. However, the information from online rent-checking sources was of limited assistance, as insufficient information was available about the individual properties relied upon, their condition, accommodation and comparability with the subject Property. The Tribunal therefore attached less weight to this evidence than the comparable lettings provided by the Landlord. Having regard to the limited space of the third bedroom, the restricted storage provision and the condition issues raised by the Applicant, the Tribunal considers that the appropriate open-market rent for the subject Property is £825 pcm.

22. With regards to adjustments to the market rent, the Tribunal has taken into account the fact that (save for the kitchen floor covering) both parties confirmed that the Property is in a good condition. The Tribunal has reviewed the photographs of the Property appended to the Application which evidence the same. The Tenant has confirmed that she has decorated the Property and made some improvements at detailed at paragraph 15(c) above. The Tribunal has considered this information in the context of making adjustments to the market rent and did not consider it necessary to make any adjustments. This is namely due to the nature of the improvements carried out and the repairing obligations detailed in the current tenancy agreement. The extension of the patio in the rear garden did not appear to fall within the Landlord's repairing obligation. It was unclear evidentially whether the replacement of the living room floor by the Tenant was due to choice or fair wear and tear. The Tribunal also considered that the Tenant has been in occupation of the Property since 14 April 2022. As such, no adjustments are warranted and the market rent is determined as below.

Undue hardship

23. The new rent takes effect from the date specified in the Landlord's notice 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 the date of its decision.

24. The Tenant confirmed both in her Application and in her oral submissions at the Hearing that the proposed increase in rent will cause financial hardship. As detailed at paragraph 15(d) above, the Tenant explained that she was no longer in employment having started fostering her granddaughter full time. The Tenant explained she was only able to take on part-time work and was finding this difficult to source given her caring responsibilities. The Tenant confirmed that her income is currently derived from both benefits and fostering allowance and that she was struggling to make ends meet. The Tenant did also confirm that she had started to pay the increase in rent of £825 pcm since April 2026.

25. Although the Tribunal accepts that the Tenant's circumstances are difficult and that her full-time foster role has considerably changed the Tenant's ability to work, the Tribunal can only find that undue hardship would be caused by the rent increase on the basis of the evidence produced. The Tenant failed to provide any specific evidence of income and outgoings to support her personal financial hardship. Regrettably, with no actual evidence provided to the Tribunal, the Tribunal cannot (as a finding of fact on the basis of the information provided) conclude that undue hardship has been caused by the rent increase. The Tribunal therefore is unable to consider that the increase in rent would cause the Tenant undue financial hardship and accordingly does not fix a later starting date.

Decision

26. Therefore, the Tribunal determines the market rent at £825.00 pcm with effect from 20 April 2026, being the date specified in the Notice.

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.