	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00CL/MRA/2026/0060**
Property	**12 Eastwood Gardens, Kenton, Newcastle-upon-Tyne NE3 3DP**
Tenant	**Sharon Theresa Myers**
Tenant's Representative	
Landlord	**Graeme Richard Trout Cook**
Landlord's Address	**11 Bents Cottages, South Shields, NE33 3BN**
Landlord's Representative	
Date of Application	**16 July 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Tribunal Judge A Davies** **Tribunal Member A Hossain MRICS**
Date of Decision	**5 October 2026**
Rent Determined	**£1350 per calendar month**
Date the new rent takes effect	**15 October 2026**

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REASONS FOR THE DECISION

Background

1. On 6 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1500 per calendar month (pcm) in place of the existing rent of £1300 pcm to take effect from 15 August 2026.

2. On 16 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 assured tenancy commenced on 15 June 2020 for an initial period of one year. The rental period is a calendar 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, curtains and white goods specified below) and the costs relating to the same.

5. None

Liability for Council Tax

6. The Tenants are 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. There were no terms relevant to the level of rent. However the Tribunal notes that although the property was let as a whole, in practice the Landlord retains use of part of the driveway to park his trailer.

Inspection and hearing

8. Neither party requested an inspection or hearing and the rent was determined on the basis of the papers.

The Property

9. The Property is a furnished three bedroomed semi-detached house, the third bedroom being small. The small bedroom was let unfurnished. The Property has uPVC double glazing and central heating.

10. White goods, carpets and floor coverings were provided by the Landlord. The Landlord provided a cooker together with a microwave oven to replace an oven that did not work.

11. Externally, the front garden is block paved. There is a garage, and decking in the garden at the rear of the Property with a brick-built BBQ.

Evidence

12. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

13. The Tenant made the following comments:
The condition of the house does not justify the increase in rent. I have had to buy 2 dehumidifiers to offset the high humidity and mould in the Property which were causing chest infections. The house smells of damp and mould.

    The radiator in the bathroom is inadequate to heat the room. And the extractor fan is very old. There is mould on skirting boards and inside cupboards on the ground floor. One of the windows in the kitchen is full of water. We have to ventilate the kitchen by opening the stable door as the other window is sealed. There is mould on the kitchen wall – the whole property is in need of renovation. The gutters and drainpipes need repair and their condition affects the property.

    The Landlord has told me to accept the rent increase or he will not consider any application from me to buy the property if and when he sells it.

    Two similar houses were recently let in the same street and on Kenton Lane nearby for (asking rents) £1200 furnished and 1300 unfurnished respectively. The Landlord has two other houses on Eastwood Gardens and lets them at higher rents although I believe they are improved or modernised.

The Landlord

14. The Landlord says –
Our new tenants at 14 Eastwood Gardens pay rent of £1400 pcm from 2025, to rise to £1500 on 1 November 2026.

Our new tenants at 16 Eastwood Gardens started their tenancy on 26 July 2026, at a rent of £1600.
The proposed rent is under the current market rent.
The Property is maintained to a high standard. It has full loft insulation and cavity wall insulation. Wall ties have been replaced.
Any mould in the property is caused by the Tenant's failure to ventilate it, and by her practice of drying clothes indoors. The bathroom has a powerful extractor fan. We have supplied a dehumidifier and have suggested that the Tenant opens all windows for 15 minutes each day. There is no inherent damp or mould problem at the Property.
I have not had any reports regarding the condition of the guttering. We ensure that the lawn is maintained at our expense, and provide lawn mower and jet washer for the Tenant to use.
We replaced the gas boiler with an A+ rated boiler.
I have received rental reports stating that over the busy summer period I could achieve £1500 to £1600 pcm for the property and further stating that 3 bed properties let for £1400 are unfurnished.
The property on Kenton Lane referred to by the Tenant is on a busy main road and unfurnished. There is a near identical property on that street, fully furnished, which has achieved a rent of £1600 pcm. I also provide the advertisement for a double bedroom in a house share nearby which is rented at £725pcm. I attach statements from my plumber and builder who have worked on my properties for over 2 decades, confirming the general high standard of my houses.

Determination and Valuation

15. The Tribunal noted comparables provided by the parties but limited their consideration to 3 bedroomed houses with gardens and garages in the neighbourhood of the Property. These showed asking rents of
Lanesborough Court, terraced, £1500 (on the market 47 days),
The Wynd, Kenton £1400
Rosewood Gardens, £1400 (on the market 47 days)
Eastwood Gardens £1400 (on the market 2 days)
Eastwood Gardens £1400 (on the market 27 days)
Kenton Road £1300 (on the market 12 days)
Hawthorn Gardens £1250 (on the market 21 days)
Kenton Lane, £1199
The Tribunal took note of which of these properties were advertised as furnished.

16. The Tribunal took careful note of the photographs supplied. Relying on these, information provided by the parties and its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject Property fully modernised, furnished and in tenantable repair would be in the region of £1500 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 including having white goods, floor coverings and curtains provided by the landlord.

17. From this level of rent, the Tribunal makes an adjustment for the condition of the guttering, the presence of damp in the property, the fixed kitchen window, and the Landlord's use of the driveway.

Market rent	**£1500 pcm**
Less : allowance for the matters set out at para 17	£150 .00
Rent payable	**£1350 pcm**

Undue hardship

18. The new rent takes effect from the start of the next rental period following the date of the Tribunal's 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 the date on which the Tribunal makes its determination.

19. The Tenant has asked the Tribunal to set a later start date because she has retired from work and is in receipt of a small work pension resulting in an income reduced by £1600 per month.

20. The Tribunal has not seen any schedule of income and outgoings. The Tenant owns another property. The Tribunal does not have evidence on which to base a finding of hardship.

Decision

Therefore, the Tribunal determines the market rent at £1350 per calendar month with effect from 15 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 (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.