	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00CK/MRA/2026/0158**
Property	**29 Laing Grove, Howdon, Wallsend NE28 0DE**
Tenant	**Peter Dodds**
Tenant's Representative	
Landlord	**Richard Deas**
Landlord's Address	**57 Park View, Whitley Bay, Tyne and Wear, NE26 3RL**
Landlord's Representative	**Letsafe**
Date of Application	**22 August 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	**£716 per calendar month**
Date the new rent takes effect	**15 November 2026**

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REASONS FOR THE DECISION

Background

1. On 22 August 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £716 per calendar month (pcm) in place of the existing rent of £682 pcm to take effect from 15 November 2026.

2. On 22 August 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 3 August 2024 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.

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 two bedroomed ground floor flat with uPVC double glazing and central heating.

10. Carpets and floor coverings were provided by the Landlord. The Tenant replaced the kitchen flooring which he said was damaged although this was not apparent from the pre-letting photographs supplied by the Landlord.

11. Externally there is a rear garden, and the front garden is shared with the upper flat.

Evidence

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

The Tenant.

13. The Tenant made the following comments:

I consider the market rent should be £650 pcm, which is the rent paid by other properties in the Dane area. The flat is small and the kitchen is too small to keep the fridge in.

A Purple Bricks online valuation indicates the rent for this flat should be between £600 and £650. It is a very small property for £712 – there are three bedroomed houses to rent for about £850 pcm.

Mould forms in winter in the bedrooms and living room.

The Landlord

14. The Landlord says –

The radiators are in good condition, with thermostatic valves. The Property had new vinyl and carpets at the outset of the tenancy, as shown by the inventory.

The proposed rent is below market rate, which is £750 minimum for 2 bedroomed flats of a similar standard.

Determination and Valuation

15. Relying on the 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 modernised and in tenantable repair would be in

the region of £725 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.

16. From this level of rent, the Tribunal makes no adjustment for any disrepair, having insufficient evidence.

Market rent	**£725 pcm**
Rent payable, which is to be no greater than the rent Proposed in the Landlord's notice,	**£716 pcm**

Undue hardship

17. The new rent takes effect from the start of the next rental period following the date of the Tribunal's determination or the date stated in the Landlord's notice if later, 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.

18. The Tenant has asked the Tribunal to set a later start date because of the increasing cost of living.

19. The Tribunal has no schedule of income and outgoings from the Tenant and no basis on which to make a finding of hardship.

Decision

Therefore, the Tribunal determines the market rent at £716 per calendar month with effect from 15 November 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.