	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MAN/00AB/MRA/2026/0093
Property	45, Commercial Street, Barnsley, South Yorkshire, S70 4PA
Tenant	Suzanne Hill
Tenant's Representative	
Landlord	Clare Riley and Andy Crowther
Landlord's Address	2 Milne Street, Barugh Green, Barnsley, South Yorkshire, S75 1LB, United Kingdom
Landlord's Representative	Andy Crowther
Date of Application	29 July 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge John Murray LLb Mr. Amin Hossain MRICS
Date of Decision	23 October 2026
Rent Determined	£715 per calendar month
Date of Valuation	10 September 2026

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Date the new rent takes effect	10 November 2026

REASONS FOR THE DECISION

Background

1. On 27 June 2026 the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £715 per calendar month(pcm) in place of the existing rent of £650pcm to take effect from 10 September 2026.

2. On 29 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 commenced on 9 February 2024. 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 Property is unfurnished and there are no service charges.

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 Tribunal did not carry out an inspection of the Property. The Tenant requested an inspection but a Legal Officer made a decision on 1 September 2026 that an inspection would not be a proportionate step, having regard to the nature and complexity of the issues raised, the anticipated costs, and the resources of both parties and the Tribunal.

10. The Property is described in the application as a terraced house with living room, kitchen/diner, a bathroom, 2 bedrooms, an attic room and a cellar. It has a small yard at the back and a small bin area to the front. The Property has a combi boiler and double glazing.

Evidence

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

The Tenant

12. The Tenant made the following comments:

13. I have lived in this house 5 years now and I have never been able to decorate and make it my own. This is due to the plaster on the walls in the few of the rooms falling and crumbling off, black mould on the walls in my sons bedroom that even though the last landlord fixed with a new roof and installing an extractor fan, is still all over the walls. we were told not to touch this and that a specialist was being sent to deal with it, The specialist never came and the house was sold. The new Landlord was told about the this and that we were told to not touch it, and hasn't done anything with it. If I try to pull the wallpaper off as its all warped and old, the plaster pulls with it and in the kitchen has left holes between the walls and ceiling, so I've had to leave it half wallpaper half old plaster and holes. One of the bedrooms has such bad walls and has had since I moved in that the floor in the corner is always covered in plaster, the walls are crumbling off and the window looks like it might fall out, that I've not been able to use the room as anything other than storage. The bathroom was literally leaking into the sink room from the moment I moved in.

14. The landlord who bought the property in 2024 was told about this and left it for a year until is was a huge emergency, as the sink room ceiling was starting to

break. He then put a new bathroom in but didn't re-plaster the sink room ceiling and walls that was damaged from the water. The boiler loses pressure and stops working all the way through the winter. The last time the landlord sent an engineer round as the pressure kept dropping again, he told us that the pipe work in the house seems to have leaks and that he'd injected some glue to fix it but it won't hold. He said we need all new pipes and new radiators as they're leaking and really old. He said he would let the landlord know. we haven't heard anything about this repair from the landlord and know that when the winter comes and we have to use heating again the boiler will keep loosing pressure and stop working all through this coming winter. The house needs new / or some (not sure if the house has any at all) insulation. It costs a fortune to heat. The landlord sent a team round to access the walls etc, so again, no decorating or plaster getting fixed, then was told the company wont be insulating the premises yet as they've run out of funds, so to just wait...Still no plaster work so still cant decorate. There is very little storage for food etc in the kitchen / dinner, all the cupboards are in the sink room extension, everything like flour, spices etc will end up hard and not usable because the room is damp and has no insulation. The Landord did re-point the house and eventually did put a bathroom in (he had no choice) but were still stuck with the walls and mold, which i know 100% is causing health issues for my son even though I don't think the mould is fresh, and still after all these years can't decorate and make it a proper home. I was ok with taking the rent from £600 to £650 after the landlord had installed a new bathroom (even though it should've been done anyway) but to now want £715, a rise of £65 when the house is still like this, I don't think is fair. 5 years is a long time to have to live in a house like this. I am diagnosed with a dynamic and debilitating chronic illness, the stress of the house and not being able to relax here makes my illness so much worse.

15. The Tenant said she would experience hardship, as she has been diagnosed with multiple chronic illness' - Orthostatic Hypotension with Vassodepressor Vasovagal Syncope, Symptomatic Hypothyroidism, Menieres syndrome, Temporomandibular Joint Disfunction, and has been unable to work for a while now as the Orthostatic Hypotention with Vassodepressor Vasovagal Syncope is so dynamic and debilitating and the amount of hospital appointments in different departments she has to attend prevents her working. She claims LCWRA and P.I.P and if the rent went up, she states that she would struggle. She had no evidence to show how she would experience financial hardship.

16. The Tenant considered the rent should be £650 pcm. The Tenant did not provide comparable rental evidence, but as her evidence provided photographs of the Property showing showed cracking/deterioration to the walls, dampness around a ceiling light fitting, and mould growth.

The Landlord

17. The Landlord made the following comments:

18. The Landlord agreed with the details of the tenancy given by the Tenant.

19. The Landlord acknowledged the Tenant's comments regarding historic and ongoing concerns relating to the condition of the property. They purchased the Property in 2024 with the Tenant already in occupation, and a number of the issues referred to appear to pre-date their ownership. Since purchasing the Property, where concerns had been brought to their attention, they had arranged inspections and undertaken works where appropriate. This has included repointing and waterproofing external walls and the installation of a new bathroom. These works were carried out to maintain and improve the Property.

20. The Tenant states that one of the bedrooms is unusable. I do not agree that the room is incapable of being used as a bedroom. Whilst I acknowledge that the property is not presented to the standard of some more recently modernised properties, it remains a habitable room and forms part of the accommodation provided. The general condition of the property has been taken into account when proposing the new rent.

21. The Tenant has also referred to issues with the boiler and heating system. Whenever concerns have been reported, they have arranged for appropriate investigations to be undertaken. Whilst contractors may offer observations or recommendations, they had not received any report requiring the immediate replacement of the entire pipework or radiator system. They said that they would continue to consider any recommendations received from suitably qualified contractors and undertake any works considered necessary and appropriate. They were willing to investigate any current repair issues brought to their attention and to consider recommendations made by suitably qualified contractors to ensure the Property is maintained appropriately.

22. The Landlord acknowledged the Tenant's comments regarding her personal circumstances and concerns about the condition of the Property and said they had considered these comments carefully. However, the purpose of this application was to determine the market rent for the property in its current condition.

23. They accepted that the property is not fully modernised and that the tenant has raised maintenance concerns. These factors had been taken into account when assessing the proposed rent. The proposed rent is not based on the standard of a recently refurbished or modernised property.

24. Comparable three-bedroom houses in the local area are currently advertised at the following rents

- Livingstone Terrace - £795 pcm
- Middlesex Street - £795 pcm
- Wall Street - £800 pcm
- Mount Street - £825 pcm
- Princess Street - £850 pcm
- Castle Street - £875 pcm
- Pond Street - £875 pcm
- Day Street - £875 pcm
- Grafton Street - £895 pcm

25. These comparable properties indicate a market rent range of approximately £795 to £895 per calendar month. The proposed rent of £715 per calendar month is therefore significantly below the prevailing market rents for comparable three-bedroom properties in the area.

26. The proposed increase from £650 to £715 per calendar month represents an increase of £65 per month. Even after this increase, the rent remains substantially below local market levels.

27. Whilst I acknowledge the tenant's concerns regarding the property's condition, I believe the proposed rent appropriately reflects its current state and remains reasonable when compared with the available market evidence.

28. Taking account of both the property's condition and the comparable rental evidence, I respectfully submit that £715 per calendar month represents a fair and reasonable market rent.

Determination and Valuation

29. 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.

30. The Tenant provided no comparable rental evidence.

31. The Landlord listed the addresses of nine properties in the local area, but the Tribunal was not provided with any information as to the size, condition or location of those other properties, and there was further no evidence to back it up.

32. Relying on its own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £750 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties including the list of three bedroomed addresses provided by the landlord.

33. From this amount, the Tribunal reduces the figure to £715 taking into account the general condition of the Property which from the photographs provided was not as poor as the written submissions suggested.

34. The Tenant provided no evidence of her financial hardship, other than a description of her medical condition and confirmation that this left her unable to work. This was not sufficient to enable the Tribunal to consider any financial hardship and how that might affect the determination. The threshold for demonstrating undue hardship is high. On the basis of the information provided, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.

35. The Tribunal determines the new rent amount at £715 per calendar month with effect from 9th November 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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.