	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00CY/MNR/2026/0079**
Property	**4 Crabtree Fold, Hebden Bridge, HX7 8SN**
Tenant	**Amanda Lees**
Tenant's Representative	**n/a**
Landlord	**Natalie Graves**
Landlord's Address	**16 New Road, Luddendenfoot, Halifax, HX2 6QL**
Landlord's Representative	**Perrin Myddelton Solicitors**
Date of Application	**26 February 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Tribunal Judge Steer & Mr Hossain MRICS**
Date of Decision	**11 November 2026**
Rent Determined	**£850.00 per calendar month**
Date the new rent takes effect	**01 March 2026**

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REASONS FOR THE DECISION

Background

1. On 19 January 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 ("Act") which proposed a new rent of £1,100.00 per calendar month (pcm) in place of the existing rent of £850.00 pcm to take effect from 01 March 2026 ("Notice").

2. On 26 February 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 current tenancy commenced on 01 January 2024. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. 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.

5. There are no service charges payable by the Tenant. The Property was let to the Tenant on a fully furnished basis.

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. None.

Inspection and Hearing

8. The Tenant did not request an inspection of the Property or an oral hearing. The Landlord did request an inspection of the Property but did not request an oral hearing. Having considered the parties respective responses and by a decision made by a Legal Officer of the Tribunal on 24 April 2026, both an inspection of the Property and a face-to-face oral hearing was deemed necessary for the Panel to properly consider the issues as detailed in the Tribunal's communications of 24 April 2026.

9. The Panel attended the Property on 2 November 2026. The Tenant and her friend, Ms Ryder, were in attendance at the Property inspection. The Tenant refused the Landlord access to the Property for the inspection. Although the Tribunal accept that the Tenant is permitted to refuse access to the Property by the Landlord, by their email to the parties on 30 October 2026 the Tribunal expressed concern about the Tenant's refusal and encouraged the Tenant to allow access. Nevertheless, access was refused.

10. The Tenant, the Tenant's friend (Ms Ryder) and the Landlord were in attendance at the hearing held in the Kirklees (Huddersfield) Magistrates Court at 2pm on Monday 2 November 2026.

11. The Tribunal has considered this case on the basis of the Property inspection, the papers provided by the parties, the oral submission made by the parties at the hearing and its own knowledge and specialist expertise.

The Property

12. The Property is a 1-bedroom, grade-2 listed, stone build end terrace cottage dating back to the 1800's. The Property offers the following accommodation:

    Entrance vestibule, living room and kitchen on the ground floor. Bedroom (currently used as a study) and bathroom on the first floor and an attic room (currently used as a bedroom) on the second floor which is accessed via a spiral staircase from the first floor.

    The Property has gas central heating and parking to the front of the Property. All furniture and furnishings were provided by the Landlord which is understood to have formerly been an Air BNB.

Evidence

13. The Tenant completed the relevant Rents 1 form (Tenant's Application) and Rents 1B form (Tenant's Reply). The Landlord completed the relevant Rents 1A form (Landlord's Reply).

The Tenant

14. The Tenant made the following comments relevant to the determination of a market rent for the Property in the Application and supporting evidence and in oral submissions at the hearing:

    (a) The Applicant contends that the proposed rent of £1,100 per calendar month exceeds the market rent for the Property. In her Application, the Tenant submits that a market rent of £750 pcm is appropriate, however, during oral submissions a lower rent was suggested. In support of her position, the Applicant relies upon comparable properties available in the local area as detailed at paragraph 13 below. The Applicant submits that the location of the Property, being situated in a small village with limited amenities and public transport, limits its rental value.

    (b) The Applicant further submits that the condition of the Property adversely affects its rental value. She relies upon allegations of disrepair and poor condition, together with matters relating to alterations undertaken at the Property, planning issues, and the involvement of the local authority's environmental health department. The Applicant refers to a Hazard Awareness Notification issued by Calderdale MBC and contends that alterations carried out by the landlord have affected the suitability and enjoyment of the accommodation. The Applicant also relies upon documentary and photographic evidence contained within the Rents 1 and 1B forms.

    (c) The Applicant states that the rent increase would cause the Tenant hardship due to an injury to her hand which impacts her work and the requirement to assist with her daughter's living expenses given that the 'alterations' to the Property resulted in her daughter being unable to live at the Property.

15. The Tenant provided 4 comparable properties either advertised for rent or with a let agreed and they were all within the HX7 area. There were a mixture of two-bedroom and one-bedroom cottages with rents ranging in price from £600 pcm to £850 pcm. The Tenant's friend referred to comparable properties locally ranging between £440 pcm and £650pcm.

The Landlord

16. The Landlord made the following comments relevant to the determination of a market rent for the Property in the Reply form and supporting evidence and in oral submissions at the hearing:

(a) The Respondent contends that the proposed rent of £1,100 pcm reflects the market rental value of the Property. The Respondent disputes many of the criticisms made regarding the condition of the Property and submits that the Applicant places undue weight upon matters which either do not materially affect market rent or remain unresolved. The Respondent submits that issues relating to planning matters and alleged regulatory concerns have not resulted in any determination requiring findings adverse to the Property and, in any event, would not significantly affect the rent achievable on the open market.

(b) The Respondent further submits that she has encountered difficulties in inspecting the Property and carrying out works due to the Applicant's refusal to permit access on various occasions. The Respondent argues that a number of the matters relied upon by the Applicant cannot fairly be attributed to her and that the Tribunal should treat the Applicant's allegations concerning the condition of the Property with caution. The Respondent also disputes aspects of the Applicant's account concerning the tenancy arrangements and occupation of the Property.

17. The Landlord provided 3 comparable properties which were detailed as '*less desirable properties in the wider area*' in the Landlord's Reply. Two of the properties were in the HX2 area and one was in HX7 area. They were all two-bedroom properties with advertised rents ranging in price from £900 pcm to £1095 pcm.

Determination and Valuation

18. 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.

19. Relying on its own expertise and general knowledge of rental values in the area and the written submissions by the parties, the Tribunal considers that the market rent of the subject Property in its actual condition at the valuation date would be in the order of £850.00 pcm. A rent of £850 pcm is the rent we would expect the property to let for in the open market.

20. The Tribunal has carefully considered the parties' respective evidence concerning the condition of the Property, the alleged disrepair, and the impact of those

matters upon market rental value. The Tribunal also considered the parties' submissions regarding access to the Property. The Landlord submitted that she had encountered significant difficulties obtaining access to inspect the Property and undertake works, referring during oral submissions to numerous requests for access. However, the Tribunal was not provided with documentary evidence within the hearing bundle sufficient to establish the extent of any alleged refusal of access. During the hearing the Landlord sought to refer to a spreadsheet recording access requests, but the document had not been disclosed in advance and the Tenant objected to its admission. In the interests of procedural fairness, the Tribunal permitted oral submissions regarding access but did not admit or consider the spreadsheet itself. The Tribunal also noted an email sent to the Tribunal shortly before the hearing containing further information relating to access. Given its late submission and the Tenant's objection that she had not been afforded a fair opportunity to respond, the Tribunal attributed little weight to that material. Conversely, the Tenant was able to refer the Tribunal to contemporaneous documentary evidence demonstrating that she had proposed a number of dates for access during February and April 2025. Whilst the Tribunal accepts that difficulties concerning access may well have been experienced by the Landlord, the documentary evidence before the Tribunal was insufficient to enable a finding, on the balance of probabilities, that the Tenant had unreasonably and persistently refused access in the manner alleged. In any event, for the reasons set out below, the Tribunal does not consider the resolution of that issue to be material to the rent ultimately determined.

21. The Tribunal next considered the comparable evidence relied upon by the parties. Greater weight was attributed to the comparables produced by the Tenant because they related to properties within the immediate locality of the Property and were generally more similar in character, size and accommodation. In particular, the Tribunal found the evidence concerning the property at Thorn Bank, let at approximately £835.00 pcm, to be the most persuasive comparable available. The Tribunal recognised that none of the comparables were identical to the Property and therefore treated them as guides rather than direct equivalents. The Tribunal has also taken into account that the Property was let on a fully furnished basis whereas some of the comparables relied upon by the parties were unfurnished

22. The Tribunal then considered the effect of the condition of the Property on rental value. The Tribunal observed that the Property is an older Grade II listed cottage and assessed its condition having regard to its age, character and location. The Tenant relied upon the Hazard Awareness Notification issued by Calderdale Metropolitan Borough Council dated 11 December 2024 and other alleged defects. However, the Tribunal noted that the local authority issued a Hazard Awareness Notice rather than an Improvement Notice and that a number of the matters identified appeared to have existed at the commencement of the tenancy.

Whilst the Tribunal took the matters identified within that notice into account, the existence of a Hazard Awareness Notice does not, of itself, demonstrate a level of disrepair which would materially affect the market rent. Having inspected the Property and considered the evidence as a whole, the Tribunal was not satisfied that there had been any significant deterioration in the condition of the Property since the commencement of the tenancy. Nor was the Tribunal satisfied that the matters relied upon by the Tenant would materially depress the rent payable by a hypothetical willing tenant in the open market.

23. Taking all relevant factors into account, including the Tribunal's inspection, the Tenant's local comparable evidence, the furnished nature of the letting, and the limited impact of the condition issues on value, the Tribunal concludes that the appropriate open market rent for the Property at the valuation date was £850.00 per calendar month.

Undue Hardship

24. The new rent takes effect from the date specified in the Landlord's notice unless doing so would cause undue hardship to the Tenant. In cases of undue hardship, the Tribunal has discretion to fix a later date for the commencement of the new rent, up to the date of its decision.

25. In her Application, the Tenant stated that the proposed rent increase would cause her financial hardship due to an injury to her hand which impacts her work and the requirement to assist with her daughter's living expenses given that the 'alterations' to the Property have resulted in her daughter being unable to live at the Property. However, as the Tribunal has determined that there is no difference between the rent payable before and after the Application, the issue of undue hardship does not arise and requires no further determination.

Decision

26. Therefore, the Tribunal determines that the market rent should remain at £850.00 pcm.

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.