	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/00FA/MNR/2026/0233**
Property	**45 Sharp Street, Hull, HU5 2AF**
Tenant	**Sean Cerberus**
Tenant's Representative	**N/A**
Landlord	**Wardbright Properties Limited**
Landlord's Address	**103 Princes Avenue, Hull, HU5 3QP**
Landlord's Representative	**N/A**
Date of Application	**17 April 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge L White** **Tribunal Member J Gittus MRICS**
Date of Decision	**11 November 2026**
Rent Determined	**£575.00 per calendar month**
Date the new rent takes effect	**01 May 2026**

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REASONS FOR THE DECISION

Background

1. On 31 March 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £610.00 per calendar month (pcm) in place of the existing rent, stated in the notice to be £575.00 pcm to take effect from 1 May 2026.

2. On 17 April 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 Tenant states the tenancy commenced 01 December 2012. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

Service Charges or furniture provided by Landlord (other than carpets and curtains and white goods specified below) and the costs relating to the same.

5. No service charges were identified as part of or separately from the rent and the Property was let unfurnished.

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 requested an inspection of the Property and a hearing. The Landlord did not file a written response to the application and did not submit any documentary evidence. The Tribunal issued directions that both an inspection and a hearing would take place.

9. The inspection took place on the 11 November 2026. Present at the inspection was the Tenant. Mr Michael Barton on behalf of the Landlord attended. The hearing took place remotely on 11 November 2026. Present at the hearing was the Tenant and Mr Barton for the Landlord.

10. The Tribunal has considered this case on the basis of the inspection, the evidence provided by the Tenant and Mr Barton at the hearing and in the papers submitted along with its own knowledge and specialist expertise.

The Property

11. The Property is a two bedroomed terraced property. The Property comprises living room, dining room, kitchen, two bedrooms and a bathroom. The Property has a small rear garden.

12. At the inspection it was noted the Property has gas central heating and double glazed windows, although the Tribunal noted evidence that some window units had been replaced following intervention by the local authority.

Evidence

13. The Tenant completed the Rents 1 form. The Landlord did not file a written response to the application and did not submit any documentary evidence. However, Mr Barton attended the inspection and hearing on the Landlord's behalf and gave oral evidence.

<u>The Tenant</u>

14. The Tenant contends that the rent should remain at £575 per calendar month, being the current rent, and opposes the increase proposed by the Landlord to £610 per calendar month. The Tenant's case is that the proposed increase fails to reflect the condition of the property and that comparable properties available on the local market at a similar or lower rent are generally in a significantly better state of repair and condition.

15. The Tenant states that the Property suffers from numerous defects and disrepair issues which adversely affect its rental value. These include:

- a leaking flat roof causing water ingress to a bedroom;
- a leaking tiled roof;
- defective and leaking guttering;
- damp and mould within the property;
- rotten timber windows and a rotten rear door;
- an old and deteriorating kitchen with damaged units and worktops;

- an outdated bathroom with damaged tiles and problems arising from the plumbing;
- worn and aged carpets/floor coverings;
- The front door does not close flush which causes noise and a draught; and
- a general lack of modernisation when compared with other properties available to rent locally.

16. The Tenant confirmed that some works had been undertaken in June 2026 following involvement of Hull City Council Environmental Health Department. The works included replacing the rotten windows at the rear of the Property and the kitchen units were updated. The Tenant maintains the other issues remain and confirmed that on Sunday 8 November the flat roof above the rear bedroom leaked and a pool of water formed on the internal surface of the ceiling. The Tenant confirmed that the issues had been reported.

17. The Tenant further states that he has undertaken a number of repairs and maintenance works himself during the tenancy because, in his view, the Landlord failed adequately to address these issues. He contends that despite those efforts the Property remains in an inferior condition to comparable properties available on the open market.

18. The Tenant provided details of five local two-bedroom properties which he contends are broadly comparable to the subject property and which were advertised at rents ranging between £450 and £575 per calendar month. The Tenant asserts that each of these properties is in a better state of repair and condition than the subject property and benefits from more modern fixtures and fittings.

19. The comparables relied upon by the Tenant were:

Address	Advertised Rent
Newland Avenue, Hull	£450 pcm
Cave Street, Hull	£525 pcm
Linden Grove, Hull	£545 pcm
Virginia Crescent, Hull	£550 pcm
21 Lorraine Street, Hull	£575 pcm

20. The Tenant's evidence is that these properties are fully double glazed, have more modern kitchens and bathrooms, are generally in better decorative order and have fewer maintenance issues than the subject property. He submits that, given the condition of the subject property, the Landlord's proposed rent of £610 per calendar month is not justified by the local rental market.

21. In reply to the Mr Barton's evidence as to how the rent of £610 pcm was arrived at for the Property the Tenant stated the house next door did not have the issues that the subject property did.

The Landlord

22. Although the Landlord did not submit a completed response form or file any written evidence in response to the Tribunal's directions, Mr Barton attended both the inspection and the hearing on the Landlord's behalf.

23. Mr Barton explained that the figure of £610 per calendar month specified in the section 13 notice had been derived from rents achieved by other properties owned by the Landlord in Sharp Street. He stated that the Landlord owned and let three other properties in the same street, namely Nos. 43, 53 and 76 Sharp Street, and that those properties were let at rents of £625, £625 and £650 per calendar month respectively.

24. In particular, Mr Barton told the Tribunal that No. 43 Sharp Street was identical to the subject property in terms of layout and accommodation. He stated that the Landlord considered that a rent of £625 per calendar month could therefore be justified for the subject property. However, he explained that the Landlord had not sought to increase the rent to that level because it was considered that such an increase would represent too significant a rise from the existing rent of £575 per calendar month. According to Mr Barton, the proposed rent of £610 per calendar month was selected as a more moderate increase whilst remaining broadly aligned with rents being achieved for the Landlord's other properties in Sharp Street.

25. In response to the Tenant's comparable evidence, Mr Barton submitted that the property on Newland Avenue relied upon by the Tenant was not a comparable house but a room let within a shared property. He further stated that the remaining comparable properties identified by the Tenant were situated in locations which he considered inferior to the area in which the subject property is located. Accordingly, he contended that the rents identified by the Tenant did not provide a reliable indication of the market rental value of the subject property.

26. Mr Barton also stated that he had been unaware that the Tenant continued to raise concerns regarding the condition of the property. He explained that he believed that Hull City Council Environmental Health had previously investigated the matter and subsequently closed its file. As a result, he had understood that any significant issues with the property had been resolved and

did not accept that the condition of the property justified the reduction in rental value advanced by the Tenant.

Determination and Valuation

27. The Tribunal has considered all of the evidence before it, including the Tenant's written and oral evidence, the inspection of the property, the comparable evidence provided by the Tenant and the oral evidence of Mr Barton on behalf of the Landlord.

28. The Tribunal notes that the Tenant relied upon a number of rental comparables in support of his contention that the rent should remain at £575 per calendar month. However, the Tribunal does not regard the property on Newland Avenue as a useful comparable as the evidence established that it was a room within a shared property rather than a letting of an entire dwelling-house. The Tribunal therefore places no weight upon that evidence.

29. The Tribunal also attaches limited weight to the remaining comparables relied upon by the Tenant. The evidence consisted of advertised rents rather than evidence of rents actually achieved in the market. In addition, the information provided was limited. The Tribunal was provided with only a photograph and location details for each property and had little information regarding the layout, accommodation, condition, specification, state of repair or tenancy terms of those properties. The Tribunal was therefore unable to undertake a detailed comparison between those properties and the subject property.

30. The Tribunal has also considered the evidence of Mr Barton. The Tribunal accepts his evidence that the proposed rent of £610 per calendar month was derived from rents being achieved by other properties owned by the Landlord in Sharp Street. The Tribunal accepts his evidence that Nos. 43, 53 and 76 Sharp Street were let at rents of £625, £625 and £650 per calendar month respectively. In particular, the Tribunal accepts his evidence that No. 43 Sharp Street is of the same layout and accommodation as the subject property and that the rent proposed by the Landlord reflected a decision not to seek the full rent being achieved at that property.

31. The Tribunal found the evidence relating to No. 43 Sharp Street to be of particular assistance. Whilst the Tribunal was not provided with documentary evidence regarding that property, it was satisfied that it provided the best evidence before it of a comparable property in the immediate locality. The Tribunal accepts that limited information was available regarding No. 43 Sharp Street. However, that property is located immediately adjacent the subject property, is owned by the same landlord and was described by Mr Barton as having the same layout and accommodation. The Tribunal considered it likely to

provide a better indication of rental value than the Tenant's advertised comparables, notwithstanding the absence of documentary evidence.

32. Taking account of that evidence, together with its own knowledge and experience of rental values for similar properties within the area, the Tribunal determines that the open market rent for the subject property, assuming it to be in a reasonable state of repair and condition, is £625 per calendar month.

33. The Tribunal must however determine the rent having regard to the actual condition of the property. Having inspected the property and considered the evidence provided by the Tenant, the Tribunal was satisfied that there were defects and disrepair issues present which would materially affect the rent which a willing Tenant would pay on the open market. In particular, the Tribunal found that there was evidence of roof leaks and damp issues affecting both bedrooms. The Tribunal also noted the worn condition of the carpets and the generally dated nature of parts of the property.

34. The Tribunal is satisfied that a prospective Tenant would take those matters into account when deciding what rent they were prepared to pay for the property and that an adjustment is therefore required to reflect the effect of those deficiencies on the Property's market value. Doing the best it can on the evidence available, the Tribunal determines that a deduction of £50 per calendar month should be made to reflect the effect of the property's condition. Whilst the Tribunal accepted that these defects adversely affected rental value, they did not render any part of the Property unusable and the Property remained capable of occupation as a two-bedroom dwelling. The Tribunal therefore concluded that a modest rather than substantial reduction was appropriate.

35. From the level of market rent, the Tribunal has made adjustments in relation to the following:

    a) Leaking roof and damp issues along with general condition of the Property

The full valuation is shown below:

Starting Rent		£625.00pcm
Less		
Items given under a) above	£50.00	
Open-Market Rent		**£575.00 pcm**

Undue hardship

36. The new rent takes effect from the date specified in the Landlord's Notice of Increase 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 a Tribunal makes its determination.

37. The Tenant applied for the effective date of any increase in rent determined by the Tribunal to be postponed on the grounds of undue hardship. In support of that application, the Tenant stated that he was in receipt of Universal Credit and that his benefits did not cover the rent at its current level, let alone the increased rent proposed by the Landlord. The Tenant further stated that any increase in rent would place him into further debt.

38. The Tribunal has carefully considered that application. Whilst it accepts that the Tenant has raised concerns regarding his financial circumstances, the Tribunal notes that no documentary evidence was provided in support of the application. In particular, the Tenant did not provide Universal Credit award notices, bank statements, an income and expenditure schedule, evidence of debts or liabilities, or any other financial information from which the Tribunal could assess the extent of any hardship that might arise.

39. The burden of establishing undue hardship rests upon the Tenant. The Tribunal is not satisfied that a bare assertion of financial difficulty, unsupported by documentary evidence, is sufficient to establish undue hardship for the purposes of section 14 of the Housing Act 1988. Whilst the Tribunal does not doubt that the Tenant may face financial pressures, it has insufficient evidence to make findings regarding his income, expenditure, financial commitments or ability to meet any rent determined by the Tribunal.

40. In those circumstances, the Tribunal is not satisfied that the Tenant has established undue hardship and the application is therefore refused.

41. In any event, the Tribunal notes that the rent determined by the Tribunal is the existing rent of £575 per calendar month. In those circumstances, the Tribunal is not persuaded that the implementation of the rent determined would occasion undue hardship to the Tenant.

Decision

42. Pursuant to section 14 of the Housing Act 1988, the Tribunal determines the market rent for the Property to be £575.00 per calendar month with effect from 01 May 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 (rule 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.