

	<b>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</b>
<b>Case Reference</b>	<b>BIR/00FN/MNR/2025/0758</b>
<b>Property</b>	<b>30 Marriott Drive Kibworth Leicestershire LE8 0JX</b>
<b>Tenant</b>	<b>Savita F M Seth</b>
<b>Tenant's Representative</b>	
<b>Landlord</b>	<b>Berkeley Estate Agents (Agent)</b>
<b>Landlord's Address</b>	<b>c/o 44 High Street Kibworth Leicestershire LE8 0HQ</b>
<b>Landlord's Representative</b>	<b>Berkeley Estate Agents</b>
<b>Date of Application</b>	<b>28<sup>th</sup> July 2025</b>
<b>Type of Application</b>	<b>Determination of a Market Rent sections 13 &amp; 14 of the Housing Act 1988</b>
<b>Tribunal Members</b>	<b>Mr G S Freckelton FRICS (Chairman) Mrs K Bentley</b>
<b>Date of Decision</b>	<b>13<sup>th</sup> March 2026</b>
<b>Rent Determined</b>	<b>£1,065.00 per calendar month</b>
<b>Date the new rent takes effect</b>	<b>1<sup>st</sup> August 2025</b>

## **REASONS FOR THE DECISION**

### **Background**

1. On 30<sup>th</sup> June 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,250.00 per calendar month (pcm) in place of the existing rent of £875.00 pcm to take effect from 1<sup>st</sup> August 2025.
2. On 28<sup>th</sup> July 2025, 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. Based on the Application Form, the Tribunal understands that the assured tenancy commenced in April 2010. The rental period is understood to be 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. None

### **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/Hearing**

8. Neither party requested an inspection or 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. Based on the information provided the Tribunal understands that the property comprises of a terraced town house, offering the following accommodation:

Ground Floor – One living room, kitchen.

First Floor – Two double bedrooms, one single bedroom, bathroom with three-piece sanitary suite.

Outside: Gardens to front and rear. Driveway for vehicle parking.

The Property benefits from central heating and double glazing.

The Property is situated in Kibworth which is an attractive residential village within easy driving distance to Leicester.

## **Evidence**

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

*The Tenant.*

The Tenant made the following comments:

- a) Repairs were required to windows, external timbers and double-glazing panes. There was a crack to the rear door allowing ingress of water. There are broken soffits.
- b) The kitchen was over 30 years old. The Landlord provided the cooker and fridge.
- c) The bathroom had the original suite (believed to date from the 1990's).
- d) The tenant had carpeted the property and laid laminate floors as noted.
- e) The general standard of insulation was poor.
- f) All decorations had been completed by the tenant.
- g) The tenant had improved the garden.
- h) The proposed increase would place an unreasonable financial burden on her.

Photographs were provided confirming the various items referred to.

In terms of rental evidence, the Tenant provided details as follows:

- a) A 3-bedroom semi-detached house at Balfour Drive, Kibworth offered for rent in July 2025 at £995.00 pcm.
- b) A 4-bedroom semi-detached house on Wier Road, Kibworth offered at £1,250.00 pcm were also submitted.

### *The Landlord*

The Landlord submitted that quotes had either been requested or works carried out in respect of the following:

- a) Repair/replace broken gutter.
- b) Check broken paving to the front of the property.
- c) Repair to kitchen door strip.
- d) Repairs to tap.

The following comparables were provided by the Landlord:

- a) A 3-bedroom semi-detached house on Marriott Drive Kibworth offered at a rental of £1,350.00 pcm.
- b) A 3-bedroom semi-detached house on New Road, Kibworth offered at a rental of £1,350.00 pcm.
- c) A 3-bedroom detached house on Wier Road, Kibworth offered at a rental of £1,350.00 pcm.
- d) A 3-bedroom link-detached house on The Lea, Kibworth, offered at a rental of £1,295.00 pcm.

### **Determination and Valuation**

- 11. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,295.00 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 and curtains provided by the landlord.

From this level of rent, the Tribunal has made adjustments in relation to the following:

- a) The unmodernised condition of the Property relative to the comparable properties: rotten timber windows, rear door and defective double glazing.
- b) Issues with the condition of the Property which reduce its value including the condition of the kitchen and bathroom.
- c) Improvements and fittings provided by the Tenant and for which they should not pay including carpets and floor coverings, upgrades to garden, some white goods and curtains.
- d) The Tenant's liability to decorate.

The full valuation is shown below:

Starting Rent		£1,295.00	pcm
<u>Less</u>			
a)	Items given under a) above	£55.00	
b)	Items given under b) above	£50.00	
c)	Items given under c) above	£60.00	
d)	Items given under d) above	£65.00	<u>£230.00</u>
<b>Market rent</b>		<b>£1,065.00</b>	<b>pcm</b>

### **Undue Hardship**

- 12. 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.
- 13. The Tenant has stated in her application that the increase proposed would place an undue financial burden on her. She has not specifically asked the Tribunal to fix a later starting date in this case. However, the Tribunal has considered the matter and determined that it will not fix a later starting date for the new rent in this case. The reasons for this are that the Tribunal has fixed a rent which is significantly lower than that proposed by the Landlord and no details have been

provided to the Tribunal of the Tenant's financial circumstances or any submissions that the increase would cause '*Undue Hardship*'.

## **Decision**

14. Therefore, the Tribunal determines the market rent at £1,065.00 per calendar month with effect from 1<sup>st</sup> August 2025, being the date on the Landlord's Notice of Increase.

## **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.