

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00KB/MNR/2026/0016
Property	20 Hawthorne Avenue, Bedford, Bedfordshire, MK40 4HJ
Tenants	Lida Alishangi and Parwiz Alishangi
Tenant's Representative	
Landlord	Nanu Miah
Landlord's Address	247 Downing Road, Dagenham, RM9 6LU
Landlord's Representative	
Date of Application	20 January 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Virginia Lloyd Mr Roland Thomas, MRICS
Date of Decision	11 May 2026
Rent Determined	£1,350pcm

Date the new rent takes effect	11 May 2026
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REASONS FOR THE DECISION

Background

1. On 8 December 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,400 per calendar month (pcm) in place of the existing rent of £1,300 pcm to take effect from 1 February 2026.
2. On 20 January 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured tenancy commenced on 1 July 2024 for a term of 6 months. The rental period is a monthly statutory periodic tenancy.

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. There are no service charges payable under the tenancy.
6. The Tenants state that no furniture has been provided by the Landlord.

Liability for Council Tax

7. The Tenants are responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Inspection/Hearing

8. Neither party requested an oral hearing or an inspection of the Property. 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 Property is a three-bed, semi-detached, two-storey build with a living room, bathroom, small utility room and kitchen. It is of traditional brick and tile construction. There is parking available on the driveway and a garden to the rear. The Property benefits from gas central heating and has double glazed windows.
10. The Property is situated in the Queen's Park residential area of Bedford, which is within 0.5 miles of Bedford Railway Station, with five schools located within a 0.7 mile radius. It is located approximately a mile from the town centre.

Evidence

11. There was a paucity of evidence as neither party returned the Tribunal's Reply forms 1A and 1B, nor provided any rental evidence.

The Tenant

12. In their application form dated 20 January 2026, the Tenants represented that their Property was above the Local Housing Allowance rate ("LHA rate") of £1,000; above market value; in disrepair; full of rubbish in the garden and loft area and with electrical issues. The Tenants stated that they had paid for light bulbs and cleaned the Property.
13. The Tenants provided a letter dated 4 January 2026, addressed to the Landlord which referred to the Property being in a state of disrepair and specifically to rubbish in the rear garden and communal area which they had first reported in July 2024; to a persistent leak in the bathroom sink and to faulty kitchen lighting, both issues which had been reported to the Landlord six months' prior to the correspondence.
14. The Tenants did not provide any rental evidence in support of their application. Instead, they referred to the LHA rate for the area which they believed to support their position that the increase should not be implemented, as set out in their correspondence to the Landlord referred to above.
15. The Tenants provided some black and white photos consisting of the loft area, the kitchen, the main bedroom, a second bedroom, the living room and the exterior of the property. These photos were taken at night and show minimal furnishings. There appears to be cracked tiling in the kitchen floor.

The Landlord

16. The Landlord did not provide any rental evidence and did not return form 1A, nor reply to any correspondence sent by the Tribunal.
17. In a letter dated 8 December 2025 sent by the Landlord to the Tenants, enclosing the Notice proposing a new rent under an Assured Periodic Tenancy, the Landlord set out the proposal to increase the Tenants' rent from £1,300pcm to £1,400pcm from 1 February 2026. The Landlord stated as follows:-

"This represents an increase of £100, i.e. 7.63%, which I am permitted to implement by clause 29 of your tenancy agreement. Clause 29 states:

"After 12 months, the tenant agrees to increase the rent by £100.00"."

Determination and Valuation

18. The Tribunal is not bound by the LHA rate in determining the market rent of the subject Property and relies upon its own expertise and general knowledge of rental values in the area. The Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,450. This is the rent we would expect the property to let for in the open market, and if it had white goods and curtains provided by the Landlord.
19. There was no inventory included in the bundle of evidence, which was referred to in the tenancy agreement but not provided. The Tenants state that the Property was unfurnished. Neither party clarifies whether the Property was supplied with white goods and curtains.
20. The Landlord cannot rely upon clause 29 in the tenancy agreement to increase rent by £100pcm because the tenancy became a monthly statutory periodic tenancy at the end of the assured shorthold tenancy. The provision to increase the rent under the contractual term is no longer in effect during a statutory periodic tenancy.
21. From a market rent of £1,450pcm, the Tribunal has made adjustments in relation to a general lack of repair and condition by the Landlord. The Tribunal has not taken into consideration the items in the loft area which is not a living space, the rubbish in the garden as no photo evidence was supplied, or the Tenants' replacement of light bulbs which is considered to be of negligible cost.

The full valuation is shown below:

Starting Rent	<u>£1,450 pcm</u>
Less general lack of repair and condition	(£100pcm)

Market rent

£1,350 pcm

Undue hardship

12. The Tenants have represented that the new rent would cause undue hardship as they are in receipt of LHA which is capped at £1,000. The Tenants did not provide any supporting evidence, and the Landlord has not challenged this representation by the Tenants.
13. As a result of our decision the rent will increase by £50 a month, which would increase the shortfall in LHA received by the Tenants. The date that the new rent was to take effect was specified in the Landlord's notice as 1 February 2026. On the basis of the representations by the Tenants that the new rent would cause undue hardship, the Tribunal considers that the starting date for the new rent shall be delayed to the date of this Decision Notice.

Decision

14. Therefore, the Tribunal determines the market rent at £1,350 per calendar month with effect from 11 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 (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.