

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00KB/MNR/2026/0036
Property	50 Ryswick Road, Kempston, Bedfordshire, MK42 8SN
Tenant	Margarita Pekareva
Tenant's Representative	
Landlord	Bob Jackson Ltd
Landlord's Address	
Landlord's Representative	Leaders Romans Group Ltd
Date of Application	20 February 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	18 May 2026
Rent Determined	£1,000.00 per calendar month
Date the new rent takes effect	18 May 2026

REASONS FOR THE DECISION

Background

1. On 12 January 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,000.00 per calendar month (pcm) in place of the existing rent of £875.00pcm to take effect from 23 February 2026.
2. On 20 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.
3. The assured tenancy commenced on 26 July 2018 for a term of 12 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 and the costs relating to the same.

5. There are no service charges payable under the tenancy and no furniture provided by the Landlord, other than curtain / blinds, an oven with hob / extractor and carpets.

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.

Inspection/Hearing

7. 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

8. The Property is a terraced house offering two bedrooms, a living room, a kitchen and a bathroom. It is of traditional brick and tile construction. Outside, there is open plan frontage with grassed area and off-road parking. The Property benefits from double glazed windows.

The Property is situated in a suburb to the southwest of Bedford, in a predominantly residential estate. It is located less than a mile from Bedford Train station.

Evidence

9. Both the Tenant and the Landlord returned the Tribunal's reply forms.

The Tenant

10. In her application, the Tenant stated that she had carried out internal redecoration (painting the walls) at her own expense to maintain the condition of the Property and that she had replaced the kitchen pillar taps as a functional repair rather than improvement.
11. In terms of rental evidence, the Tenant estimated that the market rent of the Property was £900.00 as it did not have an enclosed garden, and she provided an "online market valuation" by *themovemarket.com* which estimated the rental value as £930.00pcm.
12. In her application, the Tenant also stated that she is charged a 'Residency membership / no deposit option' fee which is administered by the Landlord's agents in lieu of a deposit, in the sum of £40.50pcm. She requested that this charge be included when the Tribunal determines a fair market rent.

The Landlord

13. The following comparables were provided by the Landlord (both two-bedroom properties):
 - a) 42 Ryswick Road, MK42 8SN - £1,025.00pcm
 - b) 89 Ryswick Road, MK42 8SN - £1,125pcm
14. The Landlord's agents stated that the proposed rent increase would keep the Property below market value and that they manage similar properties within the area of the same style of property, confirming the current rents being paid as set out above. In addition, they carried out a search via Rightmove Plus within a three-mile radius for the period from 10 January to 10 April 2026 which listed 11

comparable two-bedroom terraced or semi-detached properties with rent values between £1,195.00pcm and £1,300.00pcm.

15. The Landlord's agents advised that the monthly 'Residency Membership / no deposit' option is *"a choice for the Tenant to opt in ... and the Tenant has the right to opt out at any point and pay the traditional 5-week deposit upfront"*.

The Tenant's Reply

16. In response to the Landlord agents' reply, the Tenant stated that she did not agree that the comparable properties were like-for-like comparisons and she referred to rental values being dependent on the property condition. She commented that 89 Ryswick Road included a private garden and that 42 Ryswick Road was closer in layout to the Property but was in a better overall condition. She stated that no upgrades or modernisation had been carried out to the subject Property. She provided a black and white photo which detailed carpet that was not secured by a transition strip in a doorway as evidence of the condition of the Property.

Determination and Valuation

17. 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 reasonable condition would be in the order of **£1,000pcm**. 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 Property, unfurnished and with curtains provided by the Landlord.
18. The Tribunal notes that 42 and 89 Ryswick Road are comparable properties in close proximity to the subject Property, with 89 Ryswick Road having the additional benefit of a rear garden and being let at a higher rent of £1,125.00pcm. The Tribunal has not made any adjustments for the condition of the Property and did not have photographic evidence of the interior of the comparable properties.
19. As set out above, the Tribunal relies upon its own expert, general knowledge of rental values in the area and is not bound by online market valuation tools, which are less persuasive as they do not set out how rental values are compiled on a property-by-property basis.
20. Further, the Tribunal has not taken into account the monthly payment for the 'Residency / No deposit' option charged by the Landlord's agents, as the Tenant can elect to opt out of this agreement and pay a deposit in lieu of the charge.

Undue hardship

21. The Tenant set out in her application that she is a single parent living with her 7-year-old child. She states that she has been made redundant and is currently reliant on welfare benefits. She advises that she is under GP care and has health difficulties which limit her ability to work. She says that her household budget is fully accounted for and that she has no savings to cover a sudden rent increase. She requests that any increase to her rent is applied from the date of the Tribunal's decision to avoid financial hardship and rent arrears accruing.
22. The Landlord's agents, in their reply form, agree generally with the details given by the Tenant in the application form.
23. As a result of our decision the rent will increase by £125pcm. The date specified in the Landlord's notice was 23 February 2026. On the basis of the representations provided by the Tenant which are not disputed by the Landlord, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would cause undue hardship and accordingly sets the starting date for the new rent as 18 May 2026.

Decision

24. Therefore, the Tribunal determines the market rent at £1,000 per calendar month with effect from 18 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.