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|  | <b>FIRST - TIER TRIBUNAL<br/>PROPERTY CHAMBER<br/>(RESIDENTIAL PROPERTY)</b>               |
| <b>Case Reference</b>                                                             | <b>MAN/30UN/MNR/2026/0012</b>                                                              |
| <b>Property</b>                                                                   | <b>41 Baker Close, Buckshaw Village,<br/>Chorley, Lancashire PR7 7BX</b>                   |
| <b>Tenant</b>                                                                     | <b>Peter Shorrocks</b>                                                                     |
| <b>Tenant's Representative</b>                                                    | <b>N/A</b>                                                                                 |
| <b>Landlord</b>                                                                   | <b>1. Alan Walton<br/>2. Christine Walton</b>                                              |
| <b>Landlord's Address</b>                                                         | <b>Withnell Fold Farm, Withnell Fold,<br/>Chorley, PR6 8AZ</b>                             |
| <b>Landlord's Representative</b>                                                  | <b>N/A</b>                                                                                 |
| <b>Date of Application</b>                                                        | <b>26<sup>th</sup> December 2025</b>                                                       |
| <b>Type of Application</b>                                                        | <b>Determination of a Market Rent<br/>sections 13 &amp; 14 of the Housing Act<br/>1988</b> |
| <b>Tribunal Members</b>                                                           | <b>Judge L. F. McLean – Chair<br/>J. Gallagher MRICS</b>                                   |
| <b>Date of Decision</b>                                                           | <b>20<sup>th</sup> May 2026</b>                                                            |
| <b>Rent Determined</b>                                                            | <b>£695.00 per calendar month</b>                                                          |
| <b>Date the new rent takes effect</b>                                             | <b>30<sup>th</sup> December 2025</b>                                                       |

## **REASONS FOR THE DECISION**

### **Background**

1. On 26<sup>th</sup> November 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £745.00 per calendar month (pcm) in place of the existing rent of £645.00 pcm to take effect from 30<sup>th</sup> December 2025.
2. On 26<sup>th</sup> December 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. The assured tenancy commenced on 30<sup>th</sup> December 2021 for a term of 12 months, continuing thereafter as a statutory periodic tenancy. The rental period is monthly, commencing on the 30<sup>th</sup> of each month.

### **Allocation of Repairs between Landlord and Tenant.**

4. As per Sections 9A to 10 and 11 to 14 of the Landlord and Tenant Act 1985 (see further discussion below).

### **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.

### **Carpets, curtains and white goods**

6. The Tenant stated that the Property was let partially furnished (Landlord provided carpets and white goods in the kitchen, the Tenant provided curtains and all other domestic furnishings).

### **Liability for Council Tax**

7. 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.**

8. No other particular tenancy terms were taken into consideration.

## **Inspection/Hearing**

9. The Tribunal arranged an inspection of the Property which took place at 10.00am on 15<sup>th</sup> April 2026. This was followed by a hearing which took place at 2.00pm that day in the Manchester Tribunal Hearing Centre, 1<sup>st</sup> Floor, Piccadilly Exchange, 2 Piccadilly Plaza, Manchester M1 4AH.

## **The Property**

10. The Tenant allowed the Tribunal members to have access to the interior of the Property. Alan Walton attended, but the Tenant was not willing to let the Landlord join the inspection of the interior of the Property. The Tribunal members noted the layout and features of the interior but did not take evidence. The Tribunal members also informed Mr Walton of what they had seen inside. All those present then jointly inspected the internal and external common parts of the block of flats in which the Property is located. The Tenant also asked the Tribunal members to examine a nearby rainwater catch pit and cover, which linked the rainwater downpipe serving the roofline gutter of the Property to a soakaway stream which runs through the centre of Buckshaw Village.
11. The Property is a modern second (top) floor apartment in a purpose-built block of 6 flats in total, built approximately 20 years ago of brick and tile construction. It is set amongst houses and apartments of similar appearance forming part of the Buckshaw Village development between Chorley and Leyland, overlooking a residential footpath and community grassed amenities. The surrounding area is predominantly residential with all amenities close by.
12. Externally there are allocated parking spaces and hard and soft landscaping including a water course that takes rainwater from the apartment block. The Property benefits from a single allocated parking space in the car park to the rear, but no garage or communal gardens to speak of.
13. There is an enclosed, secure entrance to the apartment block shared with the other occupiers. Access to the Property is via a concrete staircase: there is no lift.
14. The Property itself comprises a hall, a lounge with Juliet balcony, a small fitted kitchen, 1 single and 1 double bedroom, and a bathroom with bath and plumbed in shower, toilet and wash hand basin. There are wall-mounted electric storage heaters.
15. The Landlord has provided white goods and floor coverings, and the tenant provided the curtains. All windows are uPVC double glazed.

16. Overall, the Property is in reasonable decorative order although there is some peeling paintwork to the ceiling in the bathroom.
17. The Property is held by the Landlord on a long lease from the superior landlord, under which RMG is appointed to manage the building and to carry out repairs and maintenance to the common parts. RMG is also the generally appointed management company for the Buckshaw Village development.
18. It is not disputed that there has been an ongoing issue with rat infestation in the roof space with several visits and treatments by pest control specialists. Birds nesting in the same area is thought to be a contributory factor in this problem. The infestation is within the roof void and there are no signs of any vermin entering the living space. The loft, which is not boarded, was not inspected by the Tribunal.

### **Evidence and Submissions on Legal Issues**

19. Witness evidence, including copies of relevant documents and comparable market rents in the locality, was submitted by the parties. The Tribunal had regard to the same in anticipation of the hearing.
20. The hearing was attended by the Tenant, and by Mr Walton on behalf of the joint Landlords. Neither party was legally represented.
21. The Tribunal granted permission for the parties to rely upon any evidence which had been provided late.

### **Validity of Landlord's Notice**

22. The Tenant asserted that the Landlord's notice of rent increase (under Section 13 of the Housing Act 1988) was defective because he considered that a mandatory statutory requirement as set out in the Act has not been complied with. Specifically, he was referring to the Landlords' omission of any date at paragraph 3 of the said notice dated 26<sup>th</sup> November 2025.
23. The Tenant's view was that the information at paragraph 3 is a "key bit of information" – it sets out the date of the most recent statutory rent increase as this has an impact on when the next increase can take effect. He went so far as to say it was "fundamental". He referenced the fact that the space is there on the form – implying that its existence means that it must be completed. He referred to the statutory approved form of notice being in a set legal format, and which is governed by statute for what should be contained in the form. He said that without knowing the date of last rent increase, it would not be possible to know when the next one should take effect.

24. The Tribunal asked the Tenant what impact this omission had upon him. He said he was concerned straight away whether it was valid. He explained that the Landlord had previously issued a rent increase notice which the Tribunal had deemed to be invalid. He said he did not know how to proceed with it and it was really confusing.
25. In reply, the Landlord explained that the previous notice was invalidated because he had inserted the wrong date for the start of the new rent (by one day). He said that previous rent increases were agreed informally and that the Tenant had been paying the passing rent for about two years, meaning that there had not been any previous written agreement on a rent increase. He said that he left the date blank at paragraph 3 because there had not been any previous formal increase. He said he had no reason to think that the notice was invalid, and he also pointed out that the date at paragraph 4 was correct.

#### Repair / FFHH Issue – Rats

26. The Tribunal heard from the Tenant that he had notified the Landlord on 13<sup>th</sup> February 2025 about a problem with birds, rats or mice making noises in the roof void above the Property. It was subsequently confirmed that rats had entered and nested in the roof void. It seems that they had entered the rainwater catch pit system from the nearby soakaway stream, crawled up the rainwater downpipe of the block up to the roofline guttering, and entered the roof void through a gap in the roofline. It also seemed that prior to that, there had been birds nesting in the same space.
27. The Tenant explained that the gap in the roofline was repaired on 11<sup>th</sup> July 2025, and asserted that the time taken to achieve this was unreasonable. He said he had been required to contact the local authority's environmental health department. He said that the Landlord had been aware of the issue and had briefly inspected the roof void but had not taken any action and was dismissive. He also said that broken birds' eggs were found. The Tenant said that the Council's inspector had advised that the roof insulation had to be removed and replaced, the bird nest needed to be removed, and the area had to be treated with biocide. That was completed in October 2025. The Tenant said that in the meantime, there were scurrying noises in the night, and the smell of urine / ammonia in warm weather, which all went on for months. He asserted that a monitoring programme had been needed but was not undertaken, and as a consequence the rats later returned. This was again reported to the Landlord. The Tenant said that a pest control company has visited and put bait in the water catch pit, but the bait needs to be dry and is not effective once wet. He said bait has also been laid in the roof void and in the rainwater chambers but it has not resolved the problem. He asserted that the construction of the building should

have prevented the potential ingress of vermin and suggested that a grille should have been put over the end of the pipe, but that nothing like that has been done.

28. The Tenant's view was that the Landlord had a duty under Section 9A of the Landlord and Tenant Act 1985 to ensure that the Property was fit for human habitation (FFHH), and that the existence of rat droppings was a breach of the Housing Health and Safety Rating System (HHSRS) due to the risk of disease. He said he considered that it was an "emergency repair" but that the Landlord felt it was not his responsibility.
29. The Tenant said he had suffered a stroke and that he has heart problems and eye flare-ups from the stress caused by the infestation. He also referred to his son being in the Property.
30. The Tenant clarified that the rats had returned on 2<sup>nd</sup> December 2025 and that he had reported it to the Landlord immediately. The pest control company (Pestaway) was instructed to attend by RMG, the managers of the block and of the Buckshaw Village development. He said that they only did this when he reported the issue to the Council. He also stated that he was not aware of any of his neighbours being affected by the same issue.
31. The Landlord replied to explain that RMG manage the building and that the roof spaces are shared. He said that he did contact RMG as soon as the issue was reported, and that he had a large amount of correspondence with them from a 12 month period. He agreed that RMG acted slowly. He confirmed that RMG repaired the verge tile above the Property due to starlings getting in. He explained that the roof void is not part of his lease or indeed part of the tenancy held by the Tenant, and that RMG have accepted that it is their responsibility to deal with. He said that RMG removed and replaced the insulation and sanitised the area. He agreed that RMG were required to put in monitoring programme. He said that RMG have been out in last 6 months or so with baits etc.
32. The Tenant put it to the Landlord that he had an obligation to carry out repairs under the tenancy, so as to ensure that the Property is fit for human habitation. However, the question arose as to whether the Landlord had a "right or estate" over the part of the building in question (within the meaning of Section 9A(6) of the Landlord and Tenant Act 1985. The Landlord stated that there was a right to use the stairwell, but that there was no entitlement under his lease to use the loft space. He said that he had always responded very promptly to the managing agents who are responsible for the repair, and asserted that the Tenant has refused to contact RMG directly. The Tenant said that this was because he considered it to be the Landlord's responsibility and wanted one channel of communication.

33. The Landlord also asserted that there is no evidence of infestation within the flat itself. The Tenant said he believed that rats are still present in the roof void as he can sometimes hear scurrying in the night, albeit at a slightly reduced level than before. The Landlord referred to the most recent report and that no bait had been taken. The Landlord said that RMG had paid for pest control and had not seen or heard evidence of the infestation recently, but that there may have been birds. The Tenant contended that just because no bait was taken did not prove that there were no rats, as they may be getting food from other sources.

Repair / FFHH Issue – Communal hallway / stairwell heater

34. The Tenant referred to a radiator / heater which was located on the ground floor of the communal hallway / stairwell serving the Property. He said it had been turned off and permanently disconnected by RMG because the costs of running it were too high (these were being passed on to the long leaseholders). He asserted that the HHSRS requires communal stairways to be heated. He said that in winter it is very cold, sometimes with frost on the inside of the external windows (which he also said were thermally inefficient).
35. The Landlord asserted that the communal hallway / stairwell is not a habitable space, it is not included within the tenancy, and was not covered by the HHSRS regulations. He also said that RMG had reported that some occupants on the top floor of the block had been abusing the communal heater by turning it to its maximum setting and leaving their doors open to benefit from the warm air. He also said that he had not seen frost on the windows, even in cold weather.

Repair / FFHH Issue – Bathroom

36. The Tribunal referred to an issue which had been noted about the condition of the bathroom ceiling which had been observed during the inspection. The Landlord confirmed that there had been an issue at one stage with water dripping through the ceiling from the loft. He said that RMG had remedied it – they had moved the ducting, although they left the plasterwork itself. He acknowledged that in October / November 2025 the Tenant had mentioned some issues including repainting the bathroom ceiling, but said that the Tenant had not reported this since.
37. The Tenant said that it took 6 weeks from when the leak was reported to when it was repaired. He acknowledged that the paint on the bathroom ceiling had only started peeling within the last week. But he said it was consistently a problem and that he had re-painted it several times. He said that the plaster had not been primed properly, and that the paint will not key to the plaster unless this work was undertaken.

38. The Landlord replied to say that he had used specialist stain block paint, and was happy to resolve the issue.

#### Repair / FFHH Issue – Other

39. The Tenant also reported other issues.
40. In the winter of 2024-2025, he was without hot water for two weeks because of a problem with the heating system water tank. The Tribunal explained that this was a historical issue and so had no bearing upon the current market rent.
41. The Tenant also said that there was an electrical problem with the oven in January 2026 which took a couple of weeks to fix. The Tribunal explained that (a) this post-dated the rent review notice and so could not be taken into account regarding the market rent determination as at 30<sup>th</sup> December 2025; and (b) the issue had been resolved by now in any event.

#### Comparable market rents

42. The Tenant had not provided any written evidence of comparable market rents within the locality. He stated that he considered that in good condition a market rent for the Property should be around £700 pcm. He said that his partner, who lives in Rossendale, pays £800 pcm for a 3-bed semi-detached house, although the Tribunal considered that to be of no comparable relevance at all. He referred to there being no garden and limited parking facilities. He did not know what rent his neighbours are paying.
43. The Landlord had provided documentary examples of online rental adverts for various similar properties on Buckshaw Village. Most of these were advertised for £800 pcm for 2-bed flats in similarly modern residential blocks, with one advertised at £850 pcm. He also referenced a semi-detached house at £950 pcm. He stated that from his knowledge of the market, on Buckshaw Village it is not possible to find 2-bed flats for less than £800 pcm. He said that there are lots of flats available to rent at any time.
44. The Tenant pointed out that the adverts showed asking rents rather than passing rents. He said that the local market is steady, and there is not a high demand. He also asserted that the kitchens were bigger in the adverts shown than in the Property.
45. The Landlord said that he owned 4 flats on Buckshaw Village and that in his experience, they would get offers at the asking price on them all. He said that the market on Buckshaw Village had been consistent for around 4 years. He said that

the size of the kitchen could only make about £10 or £15 per month difference at most.

46. The Tribunal, without referring to specific comparables, pointed out that the range of comparables currently visible online on Rightmove dipped below £800 to £775 pcm, which was not disputed.

## **Determination and Valuation**

47. The Tribunal retired to deliberate. After consideration of the written and oral evidence and submissions, it reached the findings set out below.

### Validity of Landlord's Notice

48. The Tribunal considered the statutory framework, as further interpreted by binding decisions of superior courts of record.
49. Section 13(2) of the Housing Act 1988 requires the Landlord to serve “*a notice in the prescribed form*”. Pursuant to Regulation 3(d) of the Assured Tenancies and Agricultural Occupancies (Forms) (England) Regulations 2015 (as applying until 30<sup>th</sup> April 2026), the relevant form to be served under Section 13(2) of the Housing Act 1988 was – at the material time – Form No. 4 contained in the Schedule to those Regulations. Regulation 2 also provides that:-

*In these Regulations any reference to a section or Schedule is a reference to a section of, or Schedule to, the Housing Act 1988 and any reference to a numbered form is a reference to the form bearing that number in the Schedule to these Regulations, or to a form substantially to the same effect.*

(Emphasis added)

50. The Tribunal notes that the form relied upon by the Landlord in this case follows Form No.4 as prescribed. The sole issue is that the date in paragraph 3 of the completed form is left blank.
51. The Tribunal therefore considers that the Landlord did serve a notice in the prescribed form, by using Form No. 4 or a form substantially to the same effect.
52. The Court of Appeal has explained in the case of *Mooney v Whiteland* [2023] EWCA Civ 67 that a Section 13 notice of increase must comply with three requirements in order to be valid and operative:-

- i. The first requirement is that the notice must specify a minimum period after service of the notice before the proposed new rent can take effect, as identified in Section 13(3);
  - ii. Secondly, Section 13(2)(c) has the effect that the rent may not be increased more than once a year;
  - iii. Thirdly, the notice must “*take effect at the beginning of a new period of the tenancy specified in the notice*”.
53. In *Mooney v Whiteland*, Males LJ highlighted the particular significance of the date identified in the notice as the starting date for the new rent as being “of critical importance to the validity of a section 13 notice”. This was not only because the date specified would enable the tenant to understand whether the statutory requirements have been complied with, but also because (a) it would leave no room for doubt about the date from which the new rent will be payable, and (b) it specified the deadline for the tenant to challenge the proposed new rent.
54. In contrast, it is notable that the only function of the date being inserted in paragraph 3 of Form No. 4 is to enable the landlord and the tenant to establish whether Section 13(2)(c)(ii) has been complied with, by reference to the “appropriate date” criteria in Sections 13(3A) and 13(3B). It serves no other statutory purpose, and in any event the “key date” is the one inserted at paragraph 4.
55. The Tribunal considers, therefore, that the usual rules of interpretation and validity of notices apply here regarding the omission.
56. The leading case on the validity of a legal notice or other document which is subject to an error or omission is *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* [1997] A.C. 749. The key principle established in this case requires a court or tribunal to balance the requirement for proper compliance with a statute against a practical approach to the treatment of obvious errors which cause no real prejudice. The key issue is that a notice, even where it contains one or more errors, shall be regarded as valid where it was sufficiently clear and unambiguous that it would leave a reasonable recipient in no reasonable doubt over how it was intended to operate; or where it would have been obvious to the recipient of the notice, as a reasonable recipient with knowledge of the relevant background facts, what the notice was intending to achieve. The Court of Appeal has since confirmed (*Lowe v Governors of Sutton’s Hospital in Charterhouse* [2025] EWCA Civ 857) that this principle extends to the interpretation of statutory notices as well as merely contractual notices.

57. The Tribunal concludes that the omission of the date in paragraph 3 of the Section 13 notice served by the Landlord was not a sufficiently material omission as to mean that it would cause a reasonable recipient to have any reasonable doubt over how it was intended to operate; or to put it otherwise it would have been obvious to the Tenant, as a reasonable recipient with knowledge of the tenancy and history of the rent payments, what the notice was intending to achieve. There was no real prejudice. The notice given by the Landlord was valid.

Repair / FFHH Issue – Rats

58. The Tribunal notes that the roof void is not included within the demise of the tenancy granted to the Tenant. Indeed, the evidence of the Landlord was that it was not included within his own head lease of the Property. It forms part of the common parts of the wider building. The landlord stated that he has no right to use it. There is, accordingly, no evidence that the roof void falls within the scope of the implied covenant at Section 9A(1) or 9A(6) of the Landlord and Tenant Act 1985.
59. However, the issue is that the parties (the Tenant in particular) have become somewhat distracted by what is essentially an argument over civil liability for alleged disrepair / FFHH issues. The function of the Tribunal is not to award damages for breach of contract, but to determine a market rent for the Property according to the criteria in Section 14 of the Housing Act 1988, and in particular subject to the disregards set out in Section 14(2):-

*In making a determination under this section, there shall be disregarded—*

*(a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;*

*(b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement—*

*(i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or*

*(ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and*

*(c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.*

60. How this typically plays out is that the Tribunal may account for a reduction in rental value which is attributable to a landlord's failure to keep in repair, but it must disregard defects in the condition of the Property which are due to either (i) the tenant's own neglect and failure to use in a tenant-like manner, and (ii) any repairs which would be the landlord's responsibility but where the tenant has failed to report the same to the landlord as required or has failed to allow the landlord entry to the premises to carry out repairs.
61. The circumstances of this case are slightly different. Section 14 does not expressly require the landlord to be in breach of a repairing obligation – it simply requires the tenant not to be in breach either. Usually, these are two sides of the same coin. But in the case of issues with the common parts, it is not always so. In this instance, the fact is that there has been an ongoing vermin infestation in the roof void above the Property, which the management company for the building has struggled to control effectively. That is not necessarily the Landlord's fault, however the problem is there and it affects the amenity of the Property. There is no suggestion that the Tenant has failed to comply with the terms of the tenancy – indeed, he has reported the problem vigorously.
62. As such, the Tribunal is bound to take into account the impact of the vermin infestation upon the open market rental value of the Property. The Tribunal wishes to be clear that this is simply because of the wording of Section 14 of the Housing Act 1988. It should not be construed as any finding of fault or civil liability on the part of the Landlord. The Tribunal makes no comment on whether any party may have a remedy under other legal procedures against any other party or against anyone who is not a party to these proceedings.
63. The infestation issues would have a significant impact on valuation, but far less than in situations where vermin are found within the living space. The problems appear to be contained but not eradicated.

Repair / FFHH Issue – Communal hallway / stairwell heater

64. Similarly, the Tribunal considers that the disconnection of the communal hallway / stairwell heater does not require a finding of contractual liability on the part of either the Landlord or the Tenant in order to reach a determination under Section 14 of the Housing Act 1988. Again, the issue simply is there, irrespective of whose responsibility it is (given that it was not the Tenant's fault).
65. For the purposes of Section 14 of the Housing Act 1988, the Tribunal are of the view that the functionality of the communal hallway / stairwell heater has no material bearing on the open market rental value of the Property. It is not a habitable part of the dwelling, and a tenant of the Property would normally only

spend a matter of a few minutes each day in that area as they entered or left the building. The fact is that even if it might sometimes be cold, it is still enclosed and thus protected from wind and rain (in contrast to many external stairwells which might be open to the elements).

#### Repair / FFHH Issue – Bathroom

66. The evidence of the parties was that whilst there had been a historic issue with this, it had initially been resolved and the repair had been effective until after the relevant valuation date (i.e. 30<sup>th</sup> December 2025). It therefore should not be taken into account. In any event, it would be of no material impact upon the open market rental valuation.

#### Repair / FFHH Issue – Other

67. The other miscellaneous repairing issues reported by the Tenant were considered not to be relevant to the Tribunal's determination, for the reasons already given.

#### Comparable market rents

68. The Tribunal considered that the Tenant had not provided any reliable or relevant evidence of comparable market rents within the locality. The assertion that a market rent for the Property in good condition should be around £700 pcm was unsupported by any corroborative evidence. The anecdotal evidence of what his partner pays for a 3-bed semi-detached house in Rossendale (a different type of property in a wholly different area of Lancashire) is of no relevance at all.
69. The Landlord's evidence of comparable market rents within the locality appeared to be relatively sound and reasonable, albeit potentially selectively at the higher end of the anticipated valuation bracket. The sample properties provided were all in close proximity to the Property and of similar style, characteristics and features. Importantly, they were also all located on Buckshaw Village, which is locally known as a relatively self-contained new build modern village community. The values proposed were broadly in line with the Tribunal members' own general knowledge of market rents in the vicinity – in that typical rents on Buckshaw Village are slightly higher than in some neighbouring towns and villages due to its particular local community aesthetic and the convenient availability of extensive community, leisure and retail facilities – but the Tribunal considered that they were at the top end of the anticipated bracket and that the Property itself was characteristic of the slightly lower end due to its particular size, location, layout and features.
70. The Tribunal finds that the market rent of the subject Property, in good condition and free of detrimental issues, would be £775.00 per calendar month.

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

- a) The condition of the Property relative to the comparable properties – **General “fair” state of repair and condition.**
- b) Any issues with the condition of the Property which may reduce its value – **Persistent vermin infestation in common parts (roof void).**
- c) Improvements and fittings provided by the Tenant and for which they should not pay – **None.**

The full valuation is shown below:

|                    |                            |        |                    |
|--------------------|----------------------------|--------|--------------------|
| Starting Rent      |                            |        | <u>£775.00</u> pcm |
| <u>Less</u>        |                            |        |                    |
| a)                 | Items given under a) above | £10.00 |                    |
| b)                 | Items given under b) above | £70.00 |                    |
| c)                 | Items given under c) above | £0.00  | <u>£80.00</u>      |
| <b>Market rent</b> |                            |        | <b>£695.00 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 not asked the Tribunal to fix a later starting date in this case.

### **Decision**

- 14. Therefore, the Tribunal determines the market rent at £695.00 per calendar month with effect from 30<sup>th</sup> December 2025.

## **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.