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|  | <b>FIRST - TIER TRIBUNAL<br/>PROPERTY CHAMBER<br/>(RESIDENTIAL PROPERTY)</b>           |
| <b>Case Reference</b>                                                             | <b>CAM/34UF/MNR/2026/0033</b>                                                          |
| <b>Property</b>                                                                   | <b>15 Eastfield Road, Duston,<br/>Northampton, NN5 5TG</b>                             |
| <b>Tenant</b>                                                                     | <b>Alyesha Ingrouille</b>                                                              |
| <b>Tenant's Representative</b>                                                    |                                                                                        |
| <b>Landlord</b>                                                                   | <b>Your-Move Limited</b>                                                               |
| <b>Landlord's Address</b>                                                         |                                                                                        |
| <b>Landlord's Representative</b>                                                  | <b>Harjit Singh Makkar</b>                                                             |
| <b>Date of Application</b>                                                        | <b>21 February 2026</b>                                                                |
| <b>Type of Application</b>                                                        | <b>Determination of a Market Rent<br/>sections 13 &amp; 14 of the Housing Act 1988</b> |
| <b>Tribunal Members</b>                                                           | <b>Judge Virginia Lloyd<br/>Mr Roland Thomas, MRICS</b>                                |
| <b>Date of Decision</b>                                                           | <b>18 May 2026</b>                                                                     |
| <b>Rent Determined</b>                                                            | <b>£1,350.00 per calendar month</b>                                                    |
| <b>Date the new rent takes effect</b>                                             | <b>28 February 2026</b>                                                                |

## **REASONS FOR THE DECISION**

### **Background**

1. On 19 January 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,400.00 per calendar month (pcm) in place of the existing rent of £1,300.00pcm to take effect from 28 February 2026.
2. On 21 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 28 October 2023. 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.

### **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 mid-terraced house offering three bedrooms, a living room, a kitchen, a bathroom, a shower room, loft space and an entrance hall. It is constructed with rendered main walls beneath a pitched and tiled roof. Outside,

there are front and rear gardens and a shed/outbuilding. The Property benefits from gas/central heating and UPVC windows.

9. The Property is situated in a suburb to the northwest of Northampton. It is located approximately 2 miles from Northampton railway station.

## **Evidence**

### The Tenant

10. In her application, the Tenant stated that at the commencement of the tenancy the Property was in worn decorative condition with marked walls and damaged wallpaper and that the decorative condition had not materially changed since that time.
11. The Tenant complained of *“an ongoing issue of damp penetration to the rear external wall associated with damaged guttering/drainage. This has resulted in mould growth in the kitchen porch area. The Landlord was notified in March 2024 and a passive air vent (air brick) was installed. However, this has not resolved the issue, and the tenants have continued to ventilate and clean the affected area as required”*.
12. The Tenant believed that the proposed rent increase exceeded the advertised rent for comparable three-bedroom terraced properties in the immediate locality and provided evidence from Rightmove of comparable properties ranging from £1,250pcm for a three-bedroom house to £1,325 for a four-bedroom terraced house. She stated that *“properties advertised at £1,300 to £1,400 per month in the same locality are semi-detached or detached houses, typically offering off-road parking, garages and a higher standard of presentation.”*

### The Landlord

13. In his reply form, the Landlord denied that the Property had been in a worn condition at the commencement of the tenancy as alleged by the Tenant. He set out a comprehensive list of repairs and improvements that had been carried out prior to the Property being let.
14. The Landlord replied to allegations of disrepair to state that the water damage to the rear porch which may have been caused by a broken drain had not been reported to him. He provided photographic evidence to show that the alleged defective guttering/drainage had not been present at the time of the ventilation works and stated that if the Tenant had reported the issue, he would have taken prompt action to investigate and address the issue.

15. He also alleged that the Tenant had failed to maintain the patio and garden and provided photographic evidence to show deterioration which he considered to have impacted "*the overall condition*" referred to by the Tenant.
16. The Landlord replied to the allegations of damp affecting the kitchen wall and ceiling by setting out that he took prompt action to resolve the issue by instructing a roof surveyor and installing a ventilation brick. He stated that no further issue had been reported to him by the Tenant after the work had been carried out.
17. The Landlord provided evidence to show that the Energy Performance Certificate for the Property recorded the internal floor area (ground and first floor) as 90m<sup>2</sup>. However, this did not include the boarded loft area with windows which increased the total floor area to approximately 137m<sup>2</sup>. He described the loft area as providing "*additional storage or versatile use*".
18. The Landlord replied to the Tenant's comparable properties by alleging that they were smaller, without loft space and in some cases that they did not have a second bathroom. He listed three comparable terraced, three-bedroom properties with two or three bathrooms, within a 1-mile radius, with agreed rents ranging from £1,350 to £1,400.

### **Determination and Valuation**

19. The Tribunal notes that the Tenant reported the issue of damp affecting the kitchen porch area to the Landlord, who took prompt action to remedy the issue. The Landlord claims that he was unaware of the defective guttering and drainage and has in turn referred to a lack of maintenance of the patio and garden by the Tenant.
20. The Tribunal were unable to ascertain from the photographic evidence if the mould has been caused by a lack of adequate heating, ventilation or insulation and/or water ingress from outside as there has been no inspection of the property and no surveyor report has been provided by either party. Consequently, the Tribunal has taken the decision not to reduce the market rent due to a lack of repair, without specialist evidence.
21. The Tenant provided evidence of comparable properties advertised on Rightmove in support of her proposal that the rent be reduced to £1,250pcm and the Landlord provided evidence of comparable properties with 'Let Agreed Rent' in support of his proposal to increase the rent to £1,400pcm. The Landlord relied predominantly on the second bathroom and loft storage area in the subject Property, in support of his proposal to increase the rent.

22. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by both parties, the Tribunal considers that the market rental of the subject Property modernised and in reasonable condition would be in the order of £1,350.00pcm. 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 white goods and curtains provided by the Landlord.

### **Decision**

23. Therefore, the Tribunal determines the market rent at £1,350.00 per calendar month with effect from 28 February 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.