

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/OOFK/MNR/2026/0072
Property	43 Manor Park Court Derby DE22 3NG
Tenant	Charmayne Miranda & Giovanni Plantas
Tenant's Representative	
Landlord	Places for People Living Plus
Landlord's Address	c/o 2 Crescent office Park Clarks Way Bath BA2 2AF
Landlord's Representative	Touchstone Corporate Property Services Limited
Date of Application	9 th April 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr G S Freckelton FRICS (Chairman) Mrs K Bentley
Date of Decision	3 rd June 2026
Rent Determined	£920.00 per month
Date the new rent takes effect	1 st June 2026

REASONS FOR THE DECISION

Background

1. On 26th February 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,075.00 per month in place of the existing rent of £910.00 per month to take effect from 1st May 2026.
2. On 9th April 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 is understood to have commenced on 10th April 2025 for a term of 12 months. The rental period is 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 curtains 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 considered this case on the basis of the papers provided by the parties and having regard to its own knowledge, expertise and online research.
9. The Property is a first floor flat offering the following accommodation:

One living room, kitchen/dining room, bedroom 1 with ensuite, bedroom 2 and family bathroom.

The property has electric heaters. There is a garage and permit parking space.

Evidence

10. The Tribunal has considered the written submissions provided by the tenant and the landlord.
11. The tenants submit:
 - a) That the proposed increase to £1,075.00 exceeds current open market rental.
 - b) Recent 'Let Agreed' prices for identical units on the development are between £895.00-£915.00 per month. Details were included by the tenants together with a copy of the inventory.
 - c) The overall internal finish is standard with a fairly basic specification. The carpets are worn and there are no splashbacks to the kitchen.
 - d) The landlord's opinion of rental value appears to be an internal target rather than an achieved rental level.
 - e) There is a water leak from the flat above into the shower room. A video showing this was also submitted by the tenants.
12. The landlord submits details of various comparable properties:
 - a) Bramble Drive, Derby – a 2-bedroom apartment offered at £1,650.00 per month.
 - b) Bramble Drive, Derby – a 2-bedroom apartment offered at £1,600.00 per month.

The above properties appear to include community lounge areas, on site managers and guest suites being available.

- c) Somerset Close, Derby – a 2-bedroom penthouse apartment offered at £1,100.00 per month.
 - d) Cambridge House, Derby – a 2-bedroom flat offered at £1,095.00 per month.
13. In response to the landlord's submissions, the tenant submitted that the properties (a) and (b) above were specialised for over 55's. Property (c) had premium specification such as balconies and video intercom system.
14. The tenant further submitted that the subject property was not in such good condition as the comparables and that although the cause of the leak from the flat above may have been rectified, repairs to the damage caused had not been dealt with.

Determination and Valuation

15. The Tribunal has considered the evidence provided and prefers the comparable evidence provided by the tenants as they refer to identical properties on the same

development. The comparables provided by the landlord are in the cases of (a) and (b), not comparable with the subject property being only for over 55's and in the case of property (c) having a higher specification. The Tribunal was unable to comment further on property (d).

Decision

16. The Tribunal therefore determined that the rent at which the subject property might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy was £935.00 per month with effect from 1st May 2026.
17. The Tribunal then considered the condition of the property and in particular the lack of repairs to the damage caused by the leak. The Tribunal determined that this justified a deduction of £15.00 per month. This results in a rental value of £920.00 per month.

Undue Hardship

18. 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.
19. The tenants have asked the Tribunal to fix a later starting date in this case. They say they will otherwise be caused undue hardship because they only have one income together with statutory maternity pay following an emergency C-section. As such, their household income has been reduced.
20. The Landlord did not respond to the Tenant's application for postponement due to hardship.
21. As a result of our decision the rent will increase, albeit by a relatively small amount. However, this will be significant to the tenants in their current circumstances. The date specified in the landlord's notice was 1st May 2026.
22. On the basis of the evidence supplied by the Tenant, 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 1st June 2026.

Chairman: G S Freckelton FRICS

Date: 3rd June 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.