

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/23UG/MNR/2026/0132
Property	4 Blackberry Grove Bishops Cleeve Gloucestershire GL52 8WL
Tenants	Abdul Ghafoor Sherzad
Tenant's Representative	None
Landlord	Jean-Paul Beresford
Landlord's Address	27 Coppice Gate Cheltenham Gloucestershire GL51 9QJ
Landlord's Representative	None
Date of Application	Received 30 th April 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	I R Perry FRICS Ms S Johnson
Date of Decision	22 nd June 2026
Rent Determined	£1,480 per calendar month
Date the new rent takes effect	20 th June 2026

REASONS FOR THE DECISION

Background

1. On 29th April 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,595 per calendar month ("pcm") in place of the existing rent of £1,300 pcm.
2. 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 20th March 2023 at a rent of £1,300 pcm.

Allocation of Repairs between Landlord and Tenant.

4. The Landlord is responsible for repairs.

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. Estate running costs including fire equipment maintenance, grounds maintenance and building maintenance

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.

The Property

7. The Property is a stated to be a modern detached house with central heating, double glazed windows and carpets throughout except in the dining room which has a wood finish to the floor.
8. The accommodation is listed as comprising a hall, living room, dining room, kitchen, 3 bedrooms and 3 bathrooms. Outside there are gardens and a garage.
9. The property is situated in a modern mixed residential estate within Bishop's Cleeve, about 4.5 miles north of Cheltenham.

Evidence

10. The Tenant provided an application form for a market rent determination with supporting documents and photographs. The Landlord provided a landlord's reply form 1A for market rent decision and the Tenant also submitted a reply to that form.

The Tenant.

11. The Tenant made the following submissions/comments:
 - a) Other larger properties in the area are advertised at £1,400 pcm
 - b) The water pipes are full of scale and the water is cloudy.
 - c) The bathrooms "are falling apart".
 - d) The Landlord took 2 years to replace a mouldy sink.
 - e) The proposed new rent will take up all funds available for living.
 - f) The Tenant later states that the windows are not double glazed.
 - g) The Tenant considers that the rental value is £1,450-£1,500 pcm.
 - h) The Tenant refers to historic repair issues which have been remedied. This included issues with mould, which have affected the occupants' health.
 - i) The bathroom shower door is defective.

The Landlord

12. The Landlord made the following submissions/comments:
 - a) There is a utility area within the garage.
 - b) The ground floor bathroom is a cloakroom with wc.
 - c) Similar properties in Gloucester and Hucclecote are advertised at £1,400 and £1,500 pcm.
 - d) A scale reducer has been fitted to the pipework system.
 - e) An inventory with photographs taken at the start of the tenancy signed by the Tenant is provided. This states that the windows are double glazed.

Determination and Valuation

13. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord's Agent, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,600 pcm.

14. 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 comparable properties including having white goods, flooring and curtains provided by the landlord.
15. The Tribunal must assess the rent at the date specified in the Notice and does not penalise the Landlord for historic repair issues that have now been remedied.
16. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Scaled water pipes.
 - b) Damaged doors to kitchen units and shower
 - c) Mould growth affecting health.

The full valuation is shown below:

Starting Rent		<u>£1,600</u> pcm
<u>Less</u>		
a) Items given under a) above	£20	
b) Items given under b) above	£50	
c) Items given under c) above	£50	<u>£120</u>
Market rent		£1,480 pcm
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 made no submission or provided any evidence that the new rent will cause undue hardship.

Decision

14. Therefore, the Tribunal determines the market rent at £1,480 pcm.

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.