

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/44UF/MNR/2026/0095
Property	Flat 9, The Cloisters 55 Kenilworth Road Leamington Spa Warwickshire CV32 6JL
Tenant	Gaurav Joshi
Tenant's Representative	
Landlord	Phillipa & Briam McLaren
Landlord's Address	1 Noble Drive Cawston Rugby CV2 27FL
Landlord's Representative	Accord Lettings/ Countrywide Residential Lettings Ltd
Date of Application	24th 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	16th July 2026
Rent Determined	£1,075.00 per calendar month
Date the new rent takes effect	19th June 2026

REASONS FOR THE DECISION

Background

1. On 19th March 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,100.00 per month in place of the existing rent of £1,050.00 per month to take effect from 19th June 2026.
2. On 24th 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 commenced on 19th June 2025 for a term of twelve 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. Two small sofas, dining table, chairs and two beds.

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 oral hearing. The tenant requested an inspection. This was refused by the Tribunal. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.
9. The Property is a second floor flat offering the following accommodation:

Living room, kitchen, two bedrooms and bathroom. The property is double glazed.
Outside: Garage.

Evidence

10. The tenant submits:
 - a) The garage is in disrepair and leaks.
 - b) The landlord removed both beds but only replaced one of them.
 - c) He installed a temporary shower from the bath taps because the electric shower kept failing due to hazardous wiring.
 - d) That the rent should be £1,050.00 per month or lower.
 - e) The proposed rent does not reflect the condition of the property.
 - f) A 5.7% rent increase was unjustified.
 - g) Photographs of the interior and exterior were submitted.
11. The tenant submitted photographs of some fifteen ‘comparable’ properties at rentals which seem to range from £800.00 to £1,000.00 per month (the Tribunal is unable to read all the rentals quoted). Unfortunately, addresses are not supplied and not all individual details can be read.
12. In addition, details of a further approximately seventeen ‘comparable’ properties are submitted. These include flats above retail shops, conversions and house shares. Most have only one bedroom. As such the Tribunal does not consider that they assist the Tribunal in assessing the rent of the property.
13. The landlords submit:
 - a) The tenant’s description of the property is misleading.
 - b) The landlords submitted copies of:
 - 1) Invoice to repair damaged table.
 - 2) Invoice to supply and install a new bed.
 - 3) Electrical Installation Condition Report. This showed that the bathroom light fitting and over rated shower (8.5KW) were potentially dangerous.
 - 4) A Minor Electrical Installation Works Certificate. This confirmed a new light fitting to the bathroom and downsized shower unit to 7.5KW.
 - 5) A copy of the Periodic Inspection Report dated 19th March 2025.
 - c) They have never been notified about the leak to the garage.
 - d) The shower has been replaced.
 - e) The tenants have ‘cherry picked’ the comparables from Rightmove.
14. The landlords submitted some 50 comparable properties from Rightmove between January 2025 – April 2026 with an average asking rental of £1,125.00 per month. The Tribunal does not intend to detail all the properties forming part of the landlord’s submission.
15. In reply to the landlord’s submissions the tenant submitted:
 - a) That his comments in respect of the electrical wiring were accurate.

- b) That to say he removed the second bed frame is false. The invoice provided by the landlord confirmed that the contractor was only authorised to replace one bed but both require attention.
- c) That the landlord's comparables were described as 'prestigious', 'recently renovated', being 'high specification' or having a 'luxury bathroom'. As such they were not comparable to the subject property.

16. The tribunal considered the written submissions by the parties.

Determination and Valuation

17. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the parties, the Tribunal considers that the market rental of the subject Property with the limited furniture as described would be in the order of £1,075.00 per month. This is the rent we would expect the property to let for in the open market.

Decision

18. 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 £1,075.00 per month with effect from 19th June 2026.

Undue Hardship

19. 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.
20. The Tenant has asked the Tribunal to fix a later starting date in this case. He says a 5.7% rent increase is not justified due to the lack of investment in the property. His salary has not increased proportionately for him to afford the increase proposed.
21. As a result of our decision the rent will increase by £25.00 per month. The date specified in the landlord's notice was 19th June 2026. 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 not cause undue hardship and accordingly sets the starting date for the new rent as 19th June 2026 as specified in the landlord's Notice.

Chairman: G S Freckelton FRICS

Date: 16th July 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.