

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/00HE/MNR/2026/0135
Property	11 Tremear Green St Columb Road Saint Columb TR9 6RB
Tenants	Michelle Perry & Aaron Perry
Tenant's Representative	None
Landlord	Sufiya Khanum
Landlord's Address	70 Dickenson Drive Walsall WS2 9DP
Landlord's Representative	Done
Date of Application	1st May 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	16th July 2026
Rent Determined	£850 per calendar month
Date the new rent takes effect	5th June 2026

REASONS FOR THE DECISION

Background

1. On 8th April 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £950 per calendar month (“pcm”) for the Property in place of the existing rent of £850 pcm to take effect from 5th June 2026.
2. On 1st May 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 5th September 2022 at a rent of £850 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. 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

Hearing

8. Neither party requested a hearing.

The Property

9. The Property is a stated to be a semi-detached house situated within an area of similar properties about 11 miles east of Newquay, comprising a living room, kitchen, 2 bedrooms and bathroom. Outside, there is a garden and a garage.

10. Windows are double glazed.

Evidence

11. The Tenants provided an application form with supporting documents, photographs and videos taken when they first rented the property. The Landlord provided a Rents Form 1A and supporting documents.
12. Any personal circumstances are not to be taken into account by the Tribunal.

Tenants.

13. The Tenant made the following submissions/comments:
 - a) Heating is from electric radiators said to be ineffective and costly.
 - b) There are holes around windows.
 - c) The Tenants have replaced some floorings.
 - d) At the start of the tenancy the decorations were poor.
 - e) The property is affected by damp and mould.
 - f) The garage floods after heavy rainfall.
 - g) The garden has missing patio slabs and issues with mud after rainfall.
 - h) They replaced the washbasin within the bathroom.

The Landlord

14. The Landlord made the following submissions/comments:
 - a) There is no evidence provided as to the cost of heating.
 - b) Invoices provided show that the Landlord has carried out some repairs.
 - c) Issues with damp and mould arise because of tenants' lifestyle.
 - d) She has replaced a sealed unit in one window and window hinges.
 - e) The Landlord acknowledges that not all repair issues have yet been resolved.

Determination and Valuation

15. The Tribunal has a clear view of the condition of the property at the start of the tenancy as evidenced by videos provided by the Tenants, but accepts that the Landlord has completed some repairs.
16. 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 £985 pcm. 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.

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

- a) The Tenant's provision of white goods.
- b) The Tenant's provision of some flooring.
- c) Damp and mould.
- d) General wants of repair and decoration.

The full valuation is shown below:

Starting Rent	<u>£985</u> pcm
---------------	-----------------

Less

- | | |
|-------------------------------|------------|
| a) Items given under a) above | £30 |
| b) Items given under b) above | £30 |
| c) Items given under c) above | £50 |
| d) Items given under d) above | <u>£25</u> |

Market rent

£850 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 stated that an increase would cause hardship but provided no supporting evidence. The Tribunal is therefore not satisfied that the statutory test for **undue** hardship is met.

Decision

14. Therefore, the Tribunal determines the market rent at £850 per calendar month with effect from 5th June 2026, this being the date specified in the Notice.

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.