

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/26UH/MRA/2026/0004
Property	304 Platform South, Gates Way, Stevenage, Hertfordshire, SG1 3FG
Tenant	Raymond Usher
Tenant's Representative	None
Landlord	Theodore Stevenage Limited
Landlord's Address	60 Welbeck Street, 60 Welbeck Street, London, Greater London, W1G9XB
Landlord's Representative	Uriya Gorden, Vonder UK LTD
Date of Application	5 June 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Alice Holtom Dr Jan Wilcox FRICS
Date of Decision	17 July 2026
Rent Determined	£1550
Date the new rent takes effect	1 August 2026

REASONS FOR THE DECISION

Background

1. On 20 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 (The Notice) which proposed a new rent of £1,675 per calendar month (pcm) in place of the existing rent of £1282 pcm to take effect from 1 August 2026.
2. On 5 June 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 current assured tenancy commenced 17 November 2022 for a term of 12 months. The rental period is monthly with rent payable on the 1st of each month.

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 curtain and white goods specified below) and the costs relating to the same.

5. The tenant is charged separately for furniture (£50 pcm), parking (£75 per month) and broadband (£36 per month).

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. The tenancy agreement includes access to a gym, a rooftop terrace and a member's lounge.

Inspection/Hearing

8. On 18 June 2026 the Tenant's request for an inspection was refused pursuant to Rule 6(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ("the Rules").

9. Neither party requested an oral hearing. 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

10. The Property is third floor purpose-built build to rent flat offering the following accommodation:

Hallway into lounge, a kitchen, dining room, bathroom and two bedrooms (one ensuite).

The Property benefits from central heating and has double glazing. The flooring consists of vinyl, carpet and tiles.

The Property is situated in Stevenage, in close proximity to the train station and local services and amenities.

Evidence

11. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

12. The Tenant made the following comments:

- a) The Tenant has been a tenant of the subject property since 17 November 2017, and the proposed start date of the increased rent is incorrect.
- b) The previous rent was determined by the Tribunal reference CAM/26UH/MNR/2023/0183.
- c) The tenant proposed a market rent of £1400.
- d) The two blocks have become tired and are not as well maintained as previously.
- e) There have been outstanding maintenance issues dating back more than a year.
- f) New apartments have been built opposite the subject property.

- g) Current rent including furniture, internet and parking is £1,443. The proposed rent if additional charges still apply, would effectively be £1836 pcm.
 - h) The Tenant has been a good tenant since 2017 and the increase of £393 pcm is not fair considering the duration of their tenancy.
 - i) There is ongoing disrepair in the property including
 - a. Leaking roof causing damage to several areas within the subject property
 - b. The electric meter does not work and has not worked for two years.
13. In terms of rental evidence, the Tenant provided the following comparable properties for the Tribunal to consider.
- a) A two-bedroom two-bathroom flat in Townsend Mews, Stevenage, SG1 advertised on 21 August 2026 for £1450 pcm, inclusive of allocated parking behind security gates and entry phone system and private garden.
 - b) A two-bedroom, two-bathroom flat for apartment for rent in Woolners Way, Stevenage, SG1, advertised on 29 May 2026 for £15,50 pcm, inclusive of allocated underground parking
 - c) A two-bedroom, two-bathroom apartment for rent in Woolners Way, Stevenage, Hertfordshire, SG1, advertise on 11 June 2026 for £1450.

The Landlord

14. The Landlord made the following comments:
- a) Flat 204 at Platform South has recently been let at £1,600 per calendar month. The subject property is larger at 750 square feet compared to 663 square feet for Flat 204, and the proposed rent of £1,675 reflects a modest premium proportionate to that difference.
 - b) Three further comparable two-bedroom apartments in the SG1 postcode are currently listed at £1,550, £1,600, and £1,650 per calendar month respectively, none of which offer equivalent communal amenities.
15. The following comparables were provided by the Landlord:

- d) A two-bedroom two-bathroom property reduced on 27 May 2026, advertised for £1650 pcm, which is furnished including allocated parking and private balcony. The property is located on Drury Lane, Stevenage, SG1.
- e) A 2-bedroom two-bathroom flat for rent in Skyline Apartments, Stevenage, SG1, advertised on 13 August 2026 advertised for £1,550 pcm, inclusive of allocated parking
- f) A 2-bedroom two-bathroom flat for rent in Kings Road, Stevenage, SG1 advertised of £1600 pcm on 19 May 2026, inclusive of allocated parking.

Determination and Valuation

Validity of notice

- 16. CAM/26UH/MNR/2023/0183 was not determined by the Tribunal. On 24 February 2024, the Tribunal struck out the application pursuant to rule 9(2)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, having concluded that it lacked jurisdiction.
- 17. The Tenant contended that the Notice is invalid because the tenancy commenced on 17 November 2022 and the proposed commencement date for the increased rent, namely 1 August 2026, is incorrect.
- 18. In the Notice, the Landlord stated that the tenancy commenced on 1 December 2022. However, in the Landlord's reply, the Landlord did not dispute the tenancy details provided by the Tenant.
- 19. The Tribunal finds that the tenancy commenced on 17 November 2022, being the commencement date specified in the written tenancy agreement provided to the Tribunal. At the date the Notice was served, the tenancy was an assured periodic tenancy within the meaning of the Housing Act 1988.
- 20. The Tribunal notes that the Notice provides more than the statutory minimum of two month's notice of the proposed rent increase.
- 21. Under the current statutory regime governing assured periodic tenancies, the tenancy periods and rent periods must coincide. Where the terms of a tenancy purport to create different tenancy and rent periods, the tenancy takes effect as a periodic tenancy in which the tenancy periods correspond with the rent periods
- 22. The Tribunal therefore considers the tenancy by reference to the monthly rental periods. Rent is payable monthly on the first day of each month, and the Tribunal

is satisfied that the Notice specifies an appropriate commencement date for the proposed increase in rent.

Market Rent

23. The Tribunal noted that the landlord identified in the proceedings was Theodore Stevenage Limited. The authority filed with the Tribunal on behalf of the representative was provided in the name of LRC UK LTD, a company which appears to have been dissolved prior to the date of the authority. The Tribunal requested clarification and evidence of authority from Theodore Stevenage Limited, but none was provided. The Tribunal therefore attached limited weight to unsupported submissions made by the representative and have determined the application on the basis of the primary evidence before it.
24. The Tribunal has considered the evidence provided by both parties together with its own specialist knowledge and experience of residential rental values.
25. The Tenant's comparables comprised two-bedroom, two-bathroom apartments in Stevenage marketed between £1,450 pcm and £1,550 pcm. However, none of the Tenant's comparables offer the amenities offered by the subject property, including access to roof terrace, resident's gym and member's lounge.
26. The Landlord relied upon three comparable properties marketed between £1,550 pcm and £1,650 pcm and referred to a letting within the same development at £1,600 pcm. However, several of the comparables provided include allocated parking and under the subject tenancy, parking is charged separately at £75 pcm.
27. The Tribunal acknowledges the Landlord's anecdotal comparable within the same development as let at £1600 and it is helpful in so far as it is in the same building. However, the Tribunal notes that it is smaller than the subject property and no substantive evidence has been provided to substantiate the comparable.
28. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord and Tenant, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of **£1,625 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 and curtains provided by the landlord and parking formed part of the letting.
29. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Allocated parking

30. The Tenant relied on allegations of a leak in the property and a defective electric meter. The defects identified by the Tenant were either unsupported by evidence or are relatively minor matters which the Tribunal does not consider would justify any measurable reduction in market rent. Accordingly, the Tribunal makes no adjustment to its assessment of market rent.
31. None of the comparables provided include broadband or furniture and no reduction has been applied. However, several of the comparables provided do include parking. Because parking is separately charged under this tenancy, the Tribunal deducts **£75 pcm** to reflect that arrangement.

The full valuation is shown below:

Starting Rent		<u>£1625 pcm</u>
<u>Less</u>		
a) Items given under a) above	£75	<u>£75</u>
Market rent		£1550 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 relies upon a Personal Action Plan produced by StepChange dated 24 June 2025 and they state that they have been subject to a Debt Relief Order.
14. The Tribunal attaches limited weight to the Tenant's evidence. The document provided is over a year old and does not provide a reliable picture of the Tenant's current financial circumstances. No up-to-date evidence of income, expenditure, liabilities or the current status of the Debt Relief Order was provided.
15. In the absence of more recent financial information, the Tribunal is not satisfied that implementation of the new rent from the date specified in the landlord's notice would cause undue hardship within the meaning of the legislation.
16. As a result of our decision the rent will increase by £268 pcm. The date specified in the landlord's notice was 1 August 2026. Whilst the increased rent will inevitably result in higher housing costs and may require the Tenants to reallocate their financial resources and adjust their expenditure, such

consequences are a natural consequence of a market rent increase and do not, without more, amount to undue hardship. The Tribunal is not persuaded that the Tenants have demonstrated undue hardship arising from the rent increase to justify postponement of the effective date of the new rent.

Application for reimbursement of by the Landlord of the application fee.

12. The Tribunal has considered whether any order should be made in respect of the application fee. The starting point is that each party bears its own costs and reimbursement of a Tribunal fee is not automatic merely because a party has been successful.
13. The Tribunal is satisfied that neither party has acted unreasonably in these proceedings. It is not persuaded that there are grounds to depart from the general principle that each party should bear its own costs of participating in the proceedings. Accordingly, no order is made for reimbursement of the application fee.

Decision

14. Therefore, the Tribunal determines the market rent at £1550 per calendar month with effect from 1 August 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.