

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/31UE/MNR/2026/0027
Property	28 Galloway Close Barwell Leicestershire LE9 8HL
Tenant	Victoria Wykes
Tenant's Representative	
Landlord	Andrew Jarvis
Landlord's Address	Lodge Farm Dadlington Lane Stapleton Leicestershire LE9 8JL
Landlord's Representative	
Date of Application	30th January 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 S Sahota
Date of Decision	9th July 2026
Date of Issue	29 July 2026
Rent Determined	£870.00 per calendar month
Date the new rent takes effect	1st February 2026

REASONS FOR THE DECISION

Background

1. On 31st December 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,000.00 per calendar month (pcm) in place of the existing rent of £750.00 pcm to take effect from 1st February 2026.
2. On 30th January 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 3rd February 2016 on a on a monthly basis. The rental period is monthly. The tenant was entitled to possession on 17th January 2016.

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. 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 has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. Based on the information provided by the parties the Property is understood to be a semi-detached house, offering the following accommodation:

Ground Floor – Living room, dining room, conservatory and kitchen.

First Floor – Landing, three bedrooms and bathroom.

Outside: Garden and garage.

The Property is understood to benefit from central heating and double glazing.

The Property is situated in an established residential area in Barwell.

Evidence

10. Both the Tenant and the Landlord made submissions including photographs.

The Tenant.

11. The Tenant made the following submissions:

- a) The Notice of Increase was invalid as it was dated 31st December 2025 and the rent was previously increased verbally in May 2025 which is within a twelve-month period.
- b) The rent should be lower due to the condition of the property.
- c) There have been hazardous electrical issues and black mould to some rooms. These issues remained unresolved until the Environmental Health Department became involved. Her children have been adversely affected by the mould.
- d) Due to the extent of the works required an adult has had to be present when contractors attended.
- e) The original tenancy agreement stated a rent of £600.00 pcm and there had been no new agreement or written variations.
- f) The condition of the property, and delay in addressing serious hazards has resulted in health impacts and the lack of formal documentation means the property does not meet the standard expected for the rent proposed.

- g) That the Notice of Increase was served on the same day as a section 21 Notice requiring possession of the property.

The Landlord

12. The landlord made the following submissions:

- a) That the Notice of Increase was valid as no Section 13 Notice had been served in the previous twelve months. There was a verbal agreement to increase the rent to £750.00pcm from March 2025.
- b) The property is a three-bedroom semi-detached house located on a quiet cul-de-sac. In addition to the accommodation described by the tenant there was also a conservatory.
- c) Electrical improvement works identified by the Environmental Health Officer have been completed. Further Category 2 Hazards were being attended to.
- d) The market rent proposed reflected the open market rent for comparable properties in the area.
- e) A copy of the report from the Environmental Health Officer confirmed the following defects:
 - 1) Inadequate loft insulation.
 - 2) Damage to kitchen ceiling.
 - 3) Loose bathroom tile above the bath.
 - 4) Conservatory gutter requires cleaning out.
 - 5) Missing and damaged kitchen doors.
 - 6) Further rails required to the landing.
 - 7) Cracked glazed unit to a front bedroom.
 - 8) Movement to the floor/wall in a front bedroom.
- f) The landlord submitted details of comparable properties:
 - 1) The Barracks, Leicester – a fully furnished 2-bedroom house available as house share at £1,000.00 pcm.
 - 2) The Barracks, Leicester – a two-bedroom flat available at £950.00 pcm.
 - 3) Hereford Close, Barwell – a three-bedroom semi-detached house with conservatory available at £990.00 pcm.

13. In response, the tenant submitted, in addition to her previous comments that:
 - a) The comparable properties quoted did not have Environmental Health issues.
 - b) The conservatory was installed by the tenant.

Determination and Valuation

14. The Tribunal first considered the tenants' submission that the Notice of Increase was invalid as the rent had been increased in May 2025. The Tribunal noted that there was no documentation in respect of this increase and that a section 13 Notice had not been served within the previous twelve months. In this matter, The Tribunal agreed with the landlord that the Notice was valid.
15. With regard to the comparables provided by the landlord, the flat and house share located at the Barracks, Leicester were not considered to be valid comparables as one was a flat (the subject property is a house) and the other one is a fully furnished house share. However, the third comparable was considered to be relevant as it closely matched the subject property.
16. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,000.00 pcm. This is the rent we would expect the property to let for in the open market if it was in good general condition as the comparable property.
17. From this level of rent, the Tribunal has made adjustments in relation to the following:

a) The conservatory provided by the tenant	£80.00
b) Outstanding items of repair acknowledged by the landlord	<u>£50.00</u>
	£130.00

The full valuation is shown below:

Starting Rent	£1,000.00
<u>Less: Items above</u>	<u>£ 130.00</u>
Market Rent	£870.00 pcm

Decision

18. Therefore, the Tribunal determines the market rent at £870.00 per calendar month with effect from 1st February 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.