



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **BIR/31UG/MNR/2026/0070**

Property : **4 Wotton Cottages, Ashby Folville,
Leicestershire. LE 14 2TE**

Applicant : **David and Ann Lunn**

Representative : **Neil Gardener**

Respondent : **Ashby Folville Land Trust**

Representative : **Reddingtons**

Type of Application : **Determination of an Open-Market Rent
sections 13 & 14 of the Housing Act 1988**

Date of Application : **24 March 2026**

Date of Determination : **11 August 2026**

Rent Determined : **£1200.00**

Effective Date : **1 September 2026**

Tribunal Members : **Judge P.J.Ellis. Tribunal Member
Ms J F Rossiter MRICS**

**Date and Venue of
Determination** : **Paper**

DECISION

REASONS FOR THE DECISION

Background

1. On 31 January 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1200.00 per calendar month(pcm) in place of the existing rent of £1150.00 pcm to take effect from 1 April 2026.
2. On 24 March 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy commenced on 1 November 2024. The rental period is monthly.

Validity Of Notice

4. There was no challenge to the validity of the notice of rent increase

Allocation of Repairs between Landlord and Tenant.

5. As per section 11 of the Landlord and Tenant Act 1985.
6. No Service Charges
7. No furniture or white goods provided by Landlord. Carpets supplied by landlord.

Liability for Council Tax

8. The Tenants are responsible for the payment of Council Tax and utility charges in respect of the Property.

Hearing

9. The parties did not request an oral hearing. The determination was made on the basis of written submissions and its own expertise.

Property and Inspection if any

10. The property is two-bedroom semidetached two-story building constructed in early 20th century. There is living room, kitchen, toilet on the ground floor with conservatory at the rear, two double bedrooms and bathroom on the upper floor. The property has gardens, front and rear and off-road car parking.

Evidence**Tenant**

11. Mr Gardener, the tenants' representative, submitted there should be no increase on the rent because of previous disruption to the tenants because of central heating boiler and roof faults as well as continuing issues. He presented a comprehensive album of photographs of the property including pictures of cracking of plaster in the walls of several rooms.
12. The only work done to the property by the tenant was replacement of a derelict garden shed.
13. Evidence of seven alleged comparables was presented. The properties were two bedrooms from one to twelve miles from the subject property showing rents with a range of £875-£925 although one property within one mile was £1200. Mr. Gardener contended that this property was in prime condition.

Landlord

14. Katy Reddington of Reddington's presented the Schedule of condition of the subject property at the date of commencement of the tenancy with supporting photographs. The description admitted some cracking was apparent in some places.
15. The kitchen, bathroom and electrics had been upgraded prior to letting and carpets fitted.

16. Also adduced were copies of landlord's statements giving particulars of costs incurred and deducted from the rent. According to the statements in January 2025 the landlord incurred costs of £148.00 for boiler issues and £173 for a patio door lock. In March the landlord paid £503.02 for roof repairs. A further sum of £397.00 was incurred in February 2025 for unspecified repairs.
17. The Landlord submitted evidence of five properties taken from Rightmove's Best Price Guide. The properties offered included a three-bedroom property in Ashby Folville with a no longer available and let agreed status at a rent of £1400.00 per month from 15 May 2025 – 4 August 2025. Another property with two bedrooms at Baggrave Hall available to let at £1250.00 per month in February 2023.

Determination and Valuation

18. The subject property was let in November 2024 for £1150.00. From the evidence of both sides it is generally in good condition. The cracking is not explained and while extensive there was no explanation for it, nor was it suggested to be a serious construction issue. The boiler issue in January 2025 was uncomfortable for the tenant for a while but required limited repair work. Roof repairs were carried out at relatively low cost.
19. The tenant provides all white goods and furnishings.
20. The area in which the property is situated is an attractive rural setting. The rent was in line with similar properties in the area at the date of letting.
21. The Tribunal is not satisfied that the Rightmove Best Price guide is the best evidence of the open market rent for this property as the rents given in the guide are the offer prices. The agent did not produce evidence of completed transactions. However, having considered the

evidence the Tribunal is satisfied that at the date of this determination the open market rent for this property is £1200.00.

Open market Rent

22. £1200.00

Determination

23. £1200.00

Appeal

24. 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.