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|  | <p>FIRST - TIER TRIBUNAL<br/>PROPERTY CHAMBER<br/>(RESIDENTIAL PROPERTY)</p>                   |
| Case Reference                                                                    | BIR/31UC/MNR/2025/0859                                                                         |
| Property                                                                          | <p>51 Caroline Court<br/>Burton-on-Trent<br/>Staffordshire<br/>DE14 3NG</p>                    |
| Tenant                                                                            | Damian Draheim                                                                                 |
| Tenant's Representative                                                           |                                                                                                |
| Landlord                                                                          | Verity Westcott                                                                                |
| Landlord's Address                                                                | <p>c/o Unit 5 Eastgate Business Centre<br/>Eastern Avenue<br/>Burton-on-Trent<br/>DE13 0AT</p> |
| Landlord's Representative                                                         | SureLet Property Rental Service                                                                |
| Date of Application                                                               | 30 <sup>th</sup> November 2025                                                                 |
| Type of Application                                                               | Determination of a Market Rent sections 13 & 14 of the Housing Act 1988                        |
| Tribunal Members                                                                  | <p>Mr G S Freckelton FRICS (Chairman)<br/>Mrs K Bentley</p>                                    |
| Date of Decision                                                                  | 4 <sup>th</sup> August 2026                                                                    |
| Rent Determined                                                                   | £690.00 per calendar month                                                                     |
| Date the new rent takes effect                                                    | 1 <sup>st</sup> May 2026                                                                       |

## REASONS FOR THE DECISION

### Background

1. On 23<sup>rd</sup> October 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £750.00 per month in place of the existing rent of £495.00 to take effect from 1<sup>st</sup> December 2025.
2. On 30<sup>th</sup> November 2025, 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 1<sup>st</sup> May 2016 for a term of six 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. 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 a hearing.
9. The Tribunal carried out an inspection of the Property on 4<sup>th</sup> August 2026 in the presence of the tenant.
10. The Tribunal has also considered the papers provided by the parties and its own knowledge and specialist expertise.

11. The Property is a ground floor flat offering the following accommodation:

Hallway with 2 storage cupboards off, open plan lounge/dining area/kitchen, two bedrooms and bathroom.

Outside: Allocated parking space.

The Property benefits from gas fired central heating and double glazing.

Carpets, curtains and the cooker are provided by the landlord. The washing machine and fridge are provided by the tenant.

#### Evidence

12. In his written submissions the tenant submits:

- a) He has been a long-term tenant since 2016 and no refurbishment has been undertaken during that time.
- b) The kitchen units and oven have not been upgraded.
- c) The carpets are old and worn.
- d) The bathroom floor is deteriorating.
- e) The windows are in poor condition, allowing draughts in cold weather. This results in heat loss and higher heating costs.
- f) Overall, the property is old and unmodernised.
- g) The tenant submitted photographs of the interior and exterior of the property.
- h) The comparables provided by the landlord were of newer and refurbished flats. The landlords' comparables demonstrated that a rent of £750.00 per month was consistent with an upgraded property.

13. The landlord submits:

- a) That they were having a cosmetic update with new carpets and vinyl floor covering to the bathroom.
- b) New smoke alarms were being fitted.
- c) The property was being redecorated.
- d) New taps were being fitted to the sink.
- e) A new plinth was being fitted to the bath panel.

14. By way of comparable evidence, the landlord submitted details of some nineteen two-bedroom flats within Burton-on-Trent at rents in the region of £695.00-£850.00 per month. The Tribunal noted that these were generally far more modern than the subject property and in better condition.

15. The Tribunal considered the submissions provided by the parties.

16. The Tribunal agrees with the tenant that the carpets require replacement. The double-glazed windows are timber and there is evidence of rot externally. The bathroom would benefit from updating.

#### Determination and Valuation

17. 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 £825.00 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.
18. From this level of rent we have made adjustments in relation to:
- a) Condition of the windows
  - b) Carpets require replacement
  - c) Washing machine and fridge provided by the tenant
  - d) Upgrade bathroom

19. The full valuation is shown below:

|             |         |
|-------------|---------|
| Market Rent | £825.00 |
|-------------|---------|

#### Less

|                                       |               |
|---------------------------------------|---------------|
| a) Items given under (a) above        | £50.00        |
| b) Items given under (b) above        | £40.00        |
| c) Items given under (c) above        | £15.00        |
| d) <u>Items given under (d) above</u> | <u>£30.00</u> |

£135.00

|             |         |
|-------------|---------|
| Market Rent | £690.00 |
|-------------|---------|

#### Decision

20. 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 £690.00 per month with effect from 13<sup>th</sup> December 2025.

#### Undue Hardship

21. 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.

22. The Tenant has asked the Tribunal to fix a later starting date in this case. He says that the increase will place a short-term financial pressure on his household budget. He lives alone and the condition of the property means it is difficult to find a long-term lodger.
23. The Landlord did not respond to the Tenant's application for postponement due to hardship.
24. As a result of our decision the rent will increase by £195.00 per month. The date specified in the landlord's notice was 1<sup>st</sup> December 2025. The Tribunal determined that for the increase to commence from that date would cause the tenant undue hardship and fixes the commencement date for the new rent from 1<sup>st</sup> May 2026.

Chairman: G S Freckelton FRICS

Date: 4<sup>th</sup> 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.