

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00KC/MNR/2026/0103
Property	170 Lincoln Crescent, Biggleswade, SG18 8HR
Tenant	Jason Halawa
Landlord	Storage Bedfordshire
Landlord's Address	4-6 Market Square, St Neots, Cambs, SG18 9BE
Landlord's Representative	Thomas Morris Estate Agents
Date of Application	01 May 2026
Type of Application	Determination of an open-market rent under sections 13 and 14 of the Housing Act 1988
Tribunal Members	Judge Wendy Banks Tribunal Member David Hunt MRICS
Date of Decision	07 August 2026
Rent Determined	£1,150 per calendar month
Date the new rent takes effect	24 May 2026

REASONS FOR THE DECISION

Background

1. On 08 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,200.00 per calendar month (pcm) in place of the existing rent of £1,050.00 pcm to take effect from 24 May 2026.
2. On 01 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 an open-market rent.
3. The tenancy commenced on 25 May 2025. The rental period is monthly.

Allocation of repairs between Landlord and Tenant

4. As set out in sections 11 to 16 of the Landlord and Tenant Act 1985.

Service charges or furniture provided by the Landlord, other than carpets, 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

Hearing

8. 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

9. The Property is a cluster house offering the following accommodation:

Property: 2 bedrooms, lounge/diner, bathroom and a kitchen.

Outside: Small garden.

The Property is situated in Biggleswade near to Biggleswade station and the A1 and numerous local amenities.

Evidence

10. The parties completed the relevant MR1 (tenant), MR1A (landlord).

The Tenant

11. The Tenant made the following comments:

- a) The Tenant confirmed that they had provided supporting evidence of comparable properties within the area, a copy of the Notice, a copy of the Tenancy Agreement, a floorplan of the property and an image of the exterior of the property.

12. The Tenant provided the following comparables from Rightmove:

- a) An unfurnished apartment in Rose Lane, Biggleswade. The details state that it is close to Biggleswade station. There is no outdoor space and it is located nearly one mile from the Property. It was on the market for £1,050 pcm. As it is an apartment, has no outdoor space and is some distance from the subject Property, the Tribunal found that it was not directly comparable.
- b) A semi-detached cluster house in Bunyan Road, Biggleswade. This is on a neighbouring estate to the subject Property and is situated approximately 0.3 miles away. It has two bedrooms and off-road parking. The Tribunal treated it as the Tenant's strongest comparable. It was on the market for £995 pcm.
- c) A two-bedroom apartment on the market for £1,000 pcm. It is located over one mile away and, for the reasons set out at paragraph 12(a) above, the Tribunal found that it was not comparable.

- d) The final property was an apartment located in an over 55s retirement complex which the Tribunal found was not comparable.

The Landlord

13. The Landlord made the following comments:

- a) The Landlord argues that the Tenant's comparables are not truly comparable.
- b) Three of the four properties relied on by the Tenant are apartments and none have outside space.
- c) Although the Bunyan Road property is a two-bedroom house, the Landlord says it is not of the same standard as 170 Lincoln Crescent and also lacks outside space.
- d) The Landlord relies on a Best Price Guide showing two-bedroom houses within half a mile of Lincoln Crescent, with and without outside space, achieving rents of £1,250 pcm, which the Landlord says supports the proposed valuation.

14. The following comparables were provided by the Landlord:

- a) A best price guide created by Thomas Morris Estate Agents, who are also the representatives for the Landlord. It included a property in Lincoln Crescent, the same road as the subject Property. The details confirmed that it has two bedrooms, but it was marketed as a semi-detached house and was not described as a cluster house. The remainder of the details were limited. There was no floorplan, so the Tribunal was unable to determine the size of the property. The Tribunal found that it was in a similar location, but due to the limited information about its size and description, it was unable to find that it was directly comparable. It was on the market for £1,299 pcm.
- b) There were two end-of-terrace houses in Bunyan Road, both with two bedrooms and a garden, one of which also had a garage. Both were marketed at £1,250 pcm. These were not cluster houses.
- c) There was a property in Avocet Close which was some distance from the subject Property and the Tribunal found it was not comparable.

Determination and Valuation

15. The Tribunal has considered the comparable evidence provided by both parties. The property in Lincoln Crescent was in a similar location to the subject Property, but the information provided was limited. It was marketed as a semi-detached house, whereas the subject Property is a cluster house and is therefore likely to be smaller. The Tribunal was also unable to make any reliable assessment of its size or layout in the absence of fuller details. For similar reasons, the Tribunal did not treat the Landlord's Bunyan Road properties as direct comparables: they were end-of-terrace houses rather than cluster houses, and one also had the benefit of a garage, which the subject Property does not have. The Tenant's strongest comparable was also in Bunyan Road, but that property did not have a garden and was therefore not directly comparable to the subject Property. Taking the evidence as a whole, together with the Tribunal's own knowledge and expertise, the Tribunal determines that a market rent of £1,150 pcm is appropriate.
16. From this level of rent, the Tribunal has made no adjustments.
17. The Tribunal has considered the Tenant's comments regarding the bathroom sink. In summary, the Tenant says that an aftershave bottle fell from a shelf above the bathroom sink and cracked it; that the Landlord initially held the Tenant responsible for the damage; that the Tenant was left without a working bathroom sink for a period of weeks; and that the Tenant ultimately contributed towards the cost of a replacement sink as a gesture of goodwill. The Tenant also says that a further dispute arose when the contractors identified that a pedestal was required, and that the Landlord only agreed to proceed with the works after the Tenant threatened legal action. The Tenant believes that the proposed rent increase was connected to that dispute.
18. However, the Tenant provided no supporting evidence in relation to those matters. The Tribunal is therefore unable to make findings about the cause of the damage, the parties' respective responsibility for the repair, the length of time for which the sink was unavailable, or whether the proposed rent increase was connected to that dispute. In the absence of evidence capable of establishing any relevant disrepair or diminution in rental value, the Tribunal has not made any adjustment to the market rent on that basis.

Undue hardship *(only if an application has been made by the Tenant)*

19. As the date of the notice (08 April 2026) predated the introduction of the Renters' Rights Act 2025, 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 on which the Tribunal makes its determination.
20. The Tenant has asked the Tribunal to fix a later starting date in this case. He says he will otherwise be caused undue hardship because he received a 3% pay rise at work, which does not cover the proposed 14% increase in rent. He says that the increase will inevitably leave him with less money available for childcare, bills and other monthly expenses.
21. The Landlord's response was that further details of the hardship said to be suffered by the Tenant would be required.
22. As a result of the Tribunal's determination, the rent will increase by £100 per month rather than by the £150 per month proposed in the Landlord's notice. The Tenant did not, however, provide any evidence of his income, childcare costs, bills or other monthly outgoings, nor any other evidence to show that the increase would cause undue hardship. The Tribunal is therefore unable to determine that the increase would cause undue hardship. Accordingly, the Tribunal does not fix a later starting date, and the new rent takes effect from 24 May 2026, being the date specified in the Landlord's notice.

Decision

23. The Tribunal determines the new rent at £1,150 per calendar month with effect from 24 May 2026, as this is lower than the proposed rent of £1,200 per calendar month.

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 (rule 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.