	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/41UE/MNR/2026/0132**
Property	**7 Ravens Lane, Bignall End, Stoke on Trent, Staffordshire, ST7 8PS**
Tenants	**Georgina Bithell and Gareth Williams**
Tenant's Representative	**n/a**
Landlord	**Mark Smallwood**
Landlord's Address	**96 The Avenue, Harpfields, Stoke on Trent, Staffordshire, ST4 6BZ**
Landlord's Representative	**n/a**
Date of Application	**13 May 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Cynyr Rhys (Chair)** **Mrs J Rossiter MBA MRICS**
Date of Decision	**23 July 2026**
Rent Determined	**£1,000 per calendar month**
Date the new rent takes effect	**01 June 2026**

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REASONS FOR THE DECISION

Background

1. On 25 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £800.00 per calendar month(pcm) in place of the existing rent of £600.00 pcm to take effect from 1 June 2026.

2. On 13 May 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.

3. The assured tenancy commenced on 30 January 2021 for a term of 6 months and thereafter on a monthly basis. 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 curtain and white goods specified below) and the costs relating to the same.

5. None

Liability for Council Tax

6. The Tenants are 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 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 a semi-detached house, offering the following accommodation:

   Internal: Front room, living/dining room, kitchen, 3 bedrooms, downstairs toilet and separate bathroom.

   External: Garage (integral), driveway and rear garden area.

   The Property benefits from a combi boiler and double glazing.

   The Property is situated in an urban area within the Stoke on Trent conurbation.

Evidence

10. The Tenants completed the applicable application form, including photographs and the Landlord returned the Tribunal's Reply forms.

The Tenant.

11. The Tenants made the following comments:

    a) The Tenants confirmed that they had replaced light fixtures and elements of flooring in the living/dining room and bathroom. In addition, the Tenants confirmed that the *"Garden now has a lawn rather than gravel."*

    b) The downstairs toilet has not been in working order since they moved in, despite requests to the Landlord.

    c) "some windows have blown and not replaced"

    d) "Mould in the front bedroom is an issue and gutters were cleaned but problem remains, same issue in the bathroom so we treated the walls and repainted"

    e) The Tenants are not disputing a rent increase *"...per see but not a 33% rise in one go, this is unreasonable. We have lived here for 5 years, we are very good tenants as we maintain the property."*

12. In terms of rental evidence, the Tenants did not provide any rental evidence but proposed that an appropriate open market rent would be £650 per calendar month.

The Landlord

13. The following comparables were provided by the Landlord:

a. Coalfield Close, Bignall End, Stoke-on-Trent – A 3-bedroom semidetached house advertised for let at £1,200 per calendar month.

b. Boon Holl, Bignall End – a 3-bedroom detached house advertised for let at £1,325 per calendar month.

c. Ravens Lane, Bignall – the tribunal was unable to find the listing for this property, but the information from the Landlord indicated that it was advertised for let at £1,000 per calendar month.

14. The Landlord also submitted, in response to issues raised by the Tenants, that any work undertaken by the Tenants had not been authorised, the carpets at the property were professionally cleaned before the Tenants moved in, the toilet cistern was replaced on 27 April 2022 and the tenants have not informed him of *"any issues relating to blown double-glazed units"*.

15. The Landlord further submitted that:

a. The original rent agreed was *"…significantly below market value. This rent has remained unchanged for a period of five years."*

b. Three separate letting agents had advised a rental value of between £1,100 and £1,250 per calendar month, however, no evidence of these valuations was provided.

c. Considering that the Tenants have sought to take the matter to a determination, the Landlord is now seeking *"…a revised monthly rent of £1,200 pcm, in line with prevailing market conditions."*

Determination and Valuation

16. Whilst the Tribunal considered the comparables provided by the Landlord, the Tribunal is mindful that both comparables that could be viewed on-line were of a more modern decorative condition than the Property. Furthermore, the rental figures set out were advertised and no evidence of achieved rental figures for either property were provided.

17. As such, the Tribunal had limited comparables evidence to consider.

18. Relying on its own expertise, 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 in its existing condition, as evidenced by the Tenant, would be in the order of £1,000 pcm.

19. The Tribunal does not believe it is appropriate to make any further adjustments to take into account the condition of the Property or any improvements and fittings provided by the Tenant (this has already been done as per paragraph 18 above).

Market rent **£1,000.00 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 Tenants. 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 Tenants have asked the tribunal to take into consideration the hardship that might be caused. The Tenants stated that *"we are currently getting help from a charity re our current financial situation. My Partner was made redundant from a well paying job and has since had to take a role paying far less and with other costs rising we are finding it very difficult."*. However, the Tenants did not provide any evidence to substantiate their position.

14. The Landlord did not respond to the Tenants' application for postponement due to hardship.

15. As a result of our decision the rent will increase by £400 a month. The date specified in the landlord's notice was 01 June 2026.

16. Whilst the Tribunal does not dismiss the concerns raised by the Tenants, and the Tribunal notes the proportionate increase in rent it has determined, the Tenants did not provide any evidence to substantiate their application that for the increase to take effect from the date in the Landlord's Notice would cause undue hardship and accordingly, the Tribunal sets the starting date for the new rent as 01 June 2026.

Decision

17. Therefore, the Tribunal determines the market rent at £1,000 per calendar month with effect from 01 June 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.

Judge C Rhys **Date Issued: 24 August 2026**

