	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**CAM/00KB/MRA/2026/0015**
Property	**1 Cawdor Close, Bedford, Bedfordshire, MK41 0DG**
Tenant	**Ms Karolina Parry**
Tenants' Representative	**None**
Landlord	**Miss P Munday, Ms M Munday & Mr D Munday**
Landlord's Address	**62 Ravensden Road, Renhold, Bedford, Bedfordshire, MK41 0JY**
Landlord's Representative	**Ms S Foreman, Waldens Property Lettings**
Date of Application	**30 June 2026**
Type of Application	**Determination of a Market Rent, sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr J G G Wilson MRICS – Chair** **Mr E Shaylor MCIEH**
Date of Decision	**24 August 2026**
Rent Determined	**£1,200.00 per Calendar Month**
Date the new rent takes effect	**1 September 2026**

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REASONS FOR THE DECISION

Background

1. On 1 May 2026, Ms Paige Munday, one of the joint landlords, served a notice under Section 13(2) of the Housing Act 1988 ('the 1988 Act') which proposed a new rent of £1,350.00p per calendar month ('pcm') in place of the existing rent of £1,100.00p pcm to take effect from 1 July 2026.

2. On 30 June 2026, under Section 13(4)(a) of the 1988 Act, Ms Parry, the tenant, referred the landlords' notice proposing a new rent to the Tribunal for determination of a market rent, in her on-line MR1 application.

3. The Tribunal has not been provided with a copy of the assured tenancy but in her application, Ms Parry says it commenced in January 2019. The Tribunal has been provided with a Written Statement of Terms ('the WSOT') which states 1 February 2025 is the commencement date. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. Under 'Repairs' in the WSOT it refers to section 11 of the Landlord and Tenant Act 1985 ('the 1985 Act').

5. Section 11 of the 1985 Act is the repairing obligation in short leases. In a lease to which this section applies, as it does in this application, there is an implied covenant by the lessor: 11(1)(a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes), 11(1)(b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and 11(1)(c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

Service charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

6. Ms Parry has confirmed neither furniture nor any services are provided under the tenancy.

Liability for Council Tax

7. 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.

8. In her application Ms Parry says she is charged separately for any repairs of the appliances that were in the house, and goes on to list: the dishwasher, the washing machine, the refrigerator, but to exclude the stove. In section 2.2 of her reply on behalf of the landlord, Ms Foreman confirms the washing machine, the dishwasher and the refrigerator/freezer are on a 'non-repair or replace obligation' as agreed with the landlord. It is the Tribunal's understanding the tenant has a repairing obligation with respect to the ''White Goods'', save the cooker.

Inspection/Hearing

9. Neither party requested an oral hearing, nor an inspection. The Tribunal has considered this case on the basis of the papers provided by the parties, which includes various photographs, having viewed the property on the internet and its own knowledge and specialist expertise.

The Property

10. 1 Cawdor Close is a semi-detached house over two storeys of traditional brick construction with a pitched tiled roof.

11. From the information provided the accommodation comprises: entrance hall, one reception room, one kitchen, two bedrooms, one bathroom/WC, and one separate cloakroom/WC.

    Outside there is a rear garden, and a garage.

    The Tribunal understands the property benefits from central heating, carpets and floor coverings.

    Cawdor Close is in northeast Bedford and runs between Powis Road and Flint Way.

Evidence

12. Ms Parry has given submissions in both her application and her tenant's reply form (MR3) dated 5 August 2026.

13. Ms Shelley Foreman, on behalf of the joint landlords, has submitted her landlord's reply form (MR2) dated 23 July 2026.

The Tenant.

14. In her application, Ms Parry says the property's indoor features are gas central heating, carpets, tiles and lino.

15. Ms Parry goes on to describe the improvements and repairs she has carried out at the property, in outline, as follows: (1) maintaining the back garden, (2) unblocking the drains and rainwater downpipes, (3) installed a wind draft between the living room and the hall, (4) removing mould, (5) grouting kitchen tiles, (6) securing carpets, (7) blocking a hole in a bedroom, (7) secured a WC to the floor, (8) applied silicone to the bathroom/WC and the separate cloakroom/WC, (9) internal decorations, (10) plumbing works in the kitchen, (11) replaced lino flooring in the cloakroom/WC, (12) fixing and painting the loft access, (13) fitted new hinges, fixed leaking taps and a leaking WC mechanism.

16. Ms Parry says the market rent should be £1,150 pcm. Ms Parry goes on to say £1,150 pcm is a fair and reasonable rent as comparable two-bedroom properties in Bedford are currently being marketed to let between £1,050 pcm and £1,250 pcm, taking into consideration the property's condition and outstanding repairs. £1,350 pcm appears significantly above the typical range for similar properties and Ms Parry claims a neighbour in a larger three-bedroom house pays £1,400 pcm (only a little more).

17. Ms Parry gives details of outstanding maintenance issues, in outline, as follows: (1) the bathroom/WC requires complete renovation, (2) the carpets have not been replaced since 2019 and have naturally deteriorated, and (3) Ms Parry has carried out several repairs and improvements at her own expense (see paragraph 15 above).

18. Ms Parry has provided the Tribunal with comparable lettings evidence to support her case, in outline, as follows:

    1. A two-bedroom, two-bathroom cluster house on Ryswick Road, Kempston, MK42 at a rent of £1,095 pcm, dated June 2026.
    2. A two-bedroom, one-bathroom house on Honeysuckle Way, Bedford, MK41 at a rent of £1,100 pcm.
    3. A two-bedroom, one-bathroom end of terrace house on Heather Gardens, Bedford, MK41 at a rent of £1,100 pcm, dated May 2026.

19. In her MR3, tenant's reply form, Ms Parry says the landlord's reference to increased mortgage and insurance costs do not, by themselves, establish that £1,350 pcm is the appropriate market rent for the property. In addition to what Ms Parry has said previously, she adds the property is a two-bedroom house and confirms Ms Foreman's submission the property provides approximately 70 (seventy) square metres of living space, a garden and a garage.

20. Ms Parry goes on to give outline details of further comparable lettings evidence, in outline, as follows: (1) a two-bedroom, one-bathroom, semi-detached house on Mortimer Road, Kempston, MK42 advertised at £1,000 pcm, (2) a two-bedroom property advertised at £1,200 pcm on Goldington Road, Bedford, MK40, (3) a two-bedroom, detached house advertised at £1,250 pcm on Violet Close, Bedford, MK42, and (4) a two-bedroom semi-detached house advertised at £1,250 pcm on Fenlake Road, Bedford, MK42, approximately 70 (seventy) square metres, a similar size to the subject property, with a large private rear garden.

21. Ms Parry then goes on to reiterate the condition of the property, and those issues which have subsequently been addressed. Ms Parry says pursuant to an inspection in May 2026 the professional who assessed the bathroom said it required renovation.

On behalf of the landlord, Ms Foreman has given her MR2 form in reply dated 23 July 2026

22. In her reply, Ms Foreman says she served the section 13 notice of increase referred to the Tribunal by the tenant. Ms Foreman goes on to say she does not agree with the details of the tenancy given by Ms Parry, in outline, as follows: (1) the assured shorthold tenancy became an assured periodic tenancy due to the Renters' Rights Act 2025 ('the 2025 Act'), (2) Ms Parry was sent copies of the: (i) Gas safety certificate, (ii) EPC, (iii) EICR, (iv) the 2025 Act information sheet, and (v) GDPR notice with the section notice of proposed increase in rent.

23. The washing machine, dishwasher and the refrigerator/freezer are on a 'non-repair or replace' obligation as agreed with the landlord. The tenant has only reported two maintenance issues: (1) a seal on the shower tray needed replacing, and (2) the dishwasher was not working for which no action was taken as this had a non-repair or replace obligation as agreed with the tenant. The maintenance log is enclosed. The Tribunal has been provided with: (1) the homeowner/landlord Gas safety record dated 12 February 2026, (2) the electrical installation condition report dated 30 January 2025, and (3) the Energy performance certificate (EPC) dated 14 July 2025, in which the property has an energy rating of 'C' and is valid until 13 July 2035.

24. Ms Foreman goes on to say the house the tenant has used as a comparable has neither a front garden, nor a back garden, nor a garage.

25. Ms Foreman does not agree to the rent proposed by the tenant in her application form; and says she still wants to charge the rent proposed in the notice of increase. Ms Foreman outlines the features and accommodation provided at the property, which includes gas central heating and double glazing.

26. Ms Foreman has provided the Tribunal with photographs of the property, both internal and external.

27. The Tribunal has been provided with copy email correspondence between Ms Munday and Ms Foreman dated 22 July 2026. Ms Munday says all the properties Ms Parry has referred to are cluster homes with neither a garden, nor a garage.

28. Ms Munday goes on to say she has the original photographs for the property which she says she will forward. Ms Munday has collated comparable lettings evidence to support the landlord's case, which is presented in a series of screenshots from a smart phone. There are 12 (twelve) screenshots, which includes a repetition, of properties with rental values ranging from £1,295 pcm up to £1,750 pcm. The Tribunal notes an end of terrace house on Gulliver Close, Kempston, MK42 at a rental value of £1,300 pcm.

Determination and Valuation

29. The Tribunal has read all the contents of the bundle (the papers), but it limits its discussion and considerations to those points relevant to reach its determination.

30. Both Ms Parry and Ms Foreman have provided the Tribunal with comparable lettings evidence to support their opinion of the market rent of the property; for which Estate Agents outline lettings' particulars have been given for the majority.

31. Both parties have criticised the other's comparable lettings evidence to some degree; whether it be the condition of the property referred to, or the features provided, which for the subject include a garden and a garage. Nevertheless, the Tribunal has derived assistance from both parties' lettings evidence to reach its determination of the market rent.

32. Taking the evidence before it in the round and relying on its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,300 per calendar month. 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 central heating, double glazing, white goods, carpets and curtains provided by the landlord.

33. From the submissions of the parties, which includes the photographs provided, the Tribunal has concluded adjustments are required to its determination of the market rent, in outline, for the following: (1) the bathroom is dated; (2) the landlord has confirmed the tenant is obliged to keep the White Goods in repair, save the cooker. This obligation on a tenant is not a term typical is a standard assured tenancy; and (3) there are items of disrepair for which individual adjustments are impractical, but for which the Tribunal makes a single adjustment. The items of disrepair include, but are not limited to, instances of mould/damp penetration, a water leak, flaking plaster, insecure carpets/dated flooring, and marks to walls and ceilings.

34. The Tribunal's rental valuation with adjustments is as follows:

Market Rent			£1,300.00 pcm
Less			
a)	Dated bathroom	£25.00	
b)	Tenant's White Goods repair obligation	£15.00	
c)	General items of disrepair	£60.00	
			£100.00 pcm
Market rent			**£1,200.00 pcm**

Undue hardship

35. In this application the new rent takes effect from the beginning of the first new period of the tenancy, which begins on or after the date of the determination, unless that would cause undue hardship to the tenant. The first new period of the tenancy on or after the date of the determination is 1 September 2026. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the end of the period of two months beginning with the date of the determination. Commencing from 24 August 2026, two months ending is 24 October 2026, section 14ZB(3)(c) and section 14ZB(4), of the Renters' Rights Act 2025 ('the 2025 Act').

36. In her application, Ms Parry said she needed help with payment of the fee for the application and has provided her fees reference number: HWF-A88-8WJ. Ms Parry goes on to say a rent increase would cause her hardship.

37. Ms Parry says the proposed increase of £250 pcm is substantial in relation to her current budget and it would place considerable strain on her finances. Whereas

Ms Parry says she receives the housing element of Universal Credit towards her rent, this would not cover the proposed increase in full. Ms Parry has provided the Tribunal with information to confirm £825.00 pcm is paid towards her housing costs, being the Local Housing Allowance ('LHA') rate.

38. In her MR2 form in reply, Ms Foreman says at section 2.8, the mortgage, the property insurance and the costs of repairs (coupled with costs of materials) have all increased. Ms Foreman concludes to say the tenant has not requested an order to be made requiring the landlord to reimburse her for all (or part) of the application fee paid.

39. As a result of our decision the rent will increase by £100 per Calendar Month. The date of the beginning of the first new period of the tenancy applicable is 1 September 2026.

40. Whilst the Tribunal accepts its decision results in an increase in the rent payable by the tenant, it is not persuaded on the basis of the evidence before it, that the increase would cause Ms Parry hardship within the meaning of the legislation.

Decision

41. Therefore, the Tribunal determines the open-market rent at £1,200 (One Thousand Two Hundred Pounds) per Calendar Month with effect from 1 September 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.