	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/00CQ/MRA/2026/0023**
Property	**132 Jubilee Crescent, Coventry, CV6 3ES**
Tenant	**Anthony and Bethany Ferlisi**
Tenant's Representative	**None.**
Landlord	**Findlay Investments Ltd**
Landlord's Address	**12-16 Portsdown Mews, London, NW11 7HD**
Landlord's Representative	**Heywood & Partners**
Date of Application	**2 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Morgan Williams FRICS – Chair** **Kim Usher**
Date of Decision	**27 August 2026**
Rent Determined	**£725.00 per calendar month**
Date of Valuation	**01 September 2026**
Date the new rent takes effect	**01 September 2026**

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REASONS FOR THE DECISION

Background

1. On 4 June 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £725.00 per calendar month(pcm) in place of the existing rent of £675.00 pcm to take effect from 1 September 2026.

2. On 2 July 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 Tenants states they have been in occupation for over 12 years but the current tenancy agreement with current Landlord started around June of 2024. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. No tenancy agreement was provided to the Tribunal. The parties' evidence indicates that responsibility for repairs rests principally with the Landlord. The Tenant stated that all repairs are the Landlord's responsibility save for damage caused by the Tenant. Repair obligations are therefore considered in accordance with section 11 of the Landlord and Tenant Act 1985.

Liability for Council Tax

5. The Tenants are responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Hearing

6. 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

7. The Tenant requested an inspection in their initial MR1 application form,, this was refused by the Tribunal on 21 July 2026.

8. The Property is a self-contained two-bedroom flat located above a parade of shops at Jubilee Crescent, Coventry. The accommodation comprises two bedrooms, living room, kitchen and bathroom.

9. The Property benefits from double-glazed windows and electric storage heating. The Tenant states that there are no heaters within the kitchen, bathroom or hallway. Floor coverings comprise carpeting to most rooms with hard flooring to the kitchen and bathroom. It is accepted that the kitchen and bathroom fittings are some what dated.

10. The Property is situated in the Radford area of Coventry within close proximity of amenities. Nottingham City Centre is approximately 1.75 miles to the south south-east.

Evidence

11. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant.

12. The Tenant contends that the proposed rent does not reflect the current condition of the Property. The Tenant states that no significant improvements have been undertaken by the Landlord during approximately twelve years of occupation and that other nearby flats differ substantially in specification and condition.

13. The Tenant describes the kitchen and bathroom as dated and refers to the absence of recent refurbishment. The Tenant relies upon the existence of electric storage heating and states that there are no heaters within the kitchen, bathroom and hallway. The Tenant also states that shelving has been installed and refers to insulation and heating works carried out during the tenancy.

14. The Tenant further submits that a neighbouring occupier pays a similar rent for accommodation said to be in superior condition.

15. In their MR3 the Tenant goes on to state, that one neighbour pays £750 pcm, but has a new kitchen and gas central heating whilst another pays £725 pcm.

16. Much of the Tenant's submission relate to the fact that the rent did not increase for 10 years and now has all of a sudden increased significantly in the last two years.

The Landlord

17. The Landlord contends that the current rent is materially below market level and maintains the proposed rent of £725 pcm is justified. The Landlord states that rents in excess of £825 pcm are being achieved for comparable two-bedroom flats within the locality and that adjustments have already been made to reflect condition, heating type and specification.

18. The Landlord broadly accepts the Tenant's physical description of the Property but submits that the heating and insulation works were grant funded and should not be regarded as tenant improvements. The Landlord states that the current EPC rating is E and that shelving installed by the Tenant does not materially affect rental value.

19. Furthermore the Landlord states the Tenant provides no evidence in support of the Market Rent being £675 pcm.

Determination and Valuation

20. The Tribunal's role is solely to determine the Market Rent of the property in the condition that it is in at the valuation date.

21. It is not its role to make an order which makes a new passing rent contingent on future works being completed.

22. The fact the rent has not increased for a period of 10 years prior to the current Landlords ownership, is quite unhelpful as the gap between the passing rent and market rent has grown substantially in that time but that is not a matter for the Tribunal. So whilst the recent increases may seem significant the Tenant should be mindful that they have ultimately had the benefit of paying below Market Rent for a number of years.

23. Neither party provided the Tribunal with proper comparables, in the sense of providing open market let transactions of properties recently let which are similar in terms of size, layout and character in the locale. The Tribunal would typically expect these along with the full property details so that the Tribunal can make appropriate adjustments due to size, condition, location and amenities etc.

24. Both parties did however make submission on rents locally, and in the case of the Tenants passing rents of other properties on the crescent. The major issue with these is that they appear to be passing rents agreed with tenants in occupation, which may not be a true reflection of market rent, as those tenants may have been in occupation for some without any increases or they may be over

rented and without further evidence the Tribunal is unable to place a great deal of weight on these.

25. The Tribunal has therefore had to rely on its own expert knowledge of property lettings in Jubilee Crescent and the broader area.

26. What is accepted by both parties is the condition of the property, being dated particularly the bathroom and kitchen, with only inefficient heating through electric storage heaters.

27. The photographs provided by the Tenant, clearly demonstrate the property is in a poor state of repair and dated in terms of decoration. It should be noted that the internal decoration is likely to fall to the tenant in terms of repair obligations and the property does not appear to have been redecorated within the 12 years they have been in occupation.

28. It appears that there are some damp issues at the property, however it is clear in the Tenant's photographs that there is internal condensation at the property that may be causing this.

29. 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 £850.00 pcm. This is the rent we would expect the property to let for in the open market at the valuation date.

30. From this level of rent, the Tribunal has made the following adjustments:

    a) Generally dated, unmodernised condition, and poor state of repair of the Property.
    b) Dated bathroom and Kitchen.
    c) Inefficient heating system, by way of electric storage heaters rather than gas central heating.

    The full valuation is shown below:

Starting Rent			£850.00 pcm
Less			
a)	Items given under a) above	£25.00	
b)	Items given under b) above	£50.00	
c)	Items given under c) above	£50.00	£125.00
Open-Market Rent			**£725.00 pcm**

Decision

Undue hardship

12. The new rent takes effect from the date which is 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. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to two months after it makes its determination.

13. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says he will be caused undue hardship because they are a low one-income household, which consist of a family of three children who are already suffering from cost of living pressures. They are further concerned that the increase will just lead to debt and rent arrears.

14. The Tenant did not submit any evidence in support of these contentions, which are ultimately a number of pressures faced by most families. Nor did they detail why they are a one income household, nor provide any financial statements which set out their household income including the benefits that they receive.

15. The Landlord did not respond to the Tenant's application for postponement due to hardship.

16. As a result of our decision the rent will increase by £50.00 per month. On the basis of the lack of evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and accordingly refuses the application.

Decision

17. The Tribunal determines the new rent amount at £725.00 per calendar month with effect from 1 September 2026.

Reimbursement of Fees

17. The Tenant has requested the Tribunal make an Order that the Landlord should reimburse their application fee of £47.00.

18. The Tenant contends that the lack of engagement from the landlord prior to the Tribunal application and their unwillingness to negotiate means that the Landlord should reimburse their fee.

19. The Landlord made no submission on the point.

20. The Tribunal declines to Order the Landlord to reimburse the Tenant's application fee of £47.00

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.