	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/OOFN/MNR/2025/0822**
Property	**48 Dean Road** **Leicester** **LE4 6GN**
Tenant	**Mrs Rekha Sidhpura**
Tenant's Representative	**None**
Landlord	**Vinodrai Thakrar & Avni Thakrar**
Landlord's Address	**121 Spencefield Lane** **Evington** **Leicester** **LE5 6GG**
Landlord's Representative	**None**
Date of Application	**01 October 2025**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr G S Freckelton FRICS (Chairman)** **Mr R Price BSc. MSc. MBA**
Date of Decision	**27 August 2026**
Rent Determined	**£1,245.00 per calendar month**
Date the new rent takes effect	**01 May 2026**

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REASONS FOR THE DECISION

Background

1. On 17 September 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,275.00 per month in place of the existing rent of £1,185.00 to take effect from 01 November 2025.

2. On 01 October 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 01 October 2014 for a term of twenty-four 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. Two sofas, stairlift (not working), dishwasher (not working). These items are described by the tenant as being included in the tenancy. The landlord submits that he intended to remove them but they were left at the tenant's request.

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. The tenant requested an inspection and a hearing. An inspection was not arranged but an oral hearing was held on 27 August 2026 attended by the landlord. Although the tenant requested the hearing, she did not attend.

The Property

9. The Property is a semi-detached house offering the following accommodation:

Ground Floor: Porch, hallway, cloakroom/W.C, two living rooms and kitchen with extension to provide a further living room having access from the rear living room, kitchen and outside.

First Floor: Landing, three bedrooms and bathroom.

The house has gas fired central heating and is double glazed. Carpets and curtains are provided by the landlord. The landlord has provided the cooker.

Outside: Garden and garage.

Evidence

10. In writing and at the hearing the tenant submits:

a) The proposed increase was too high.
b) No decoration has been carried out.
c) No changes to the property have been made in the last 10 years.
d) The rent had increased annually from £700.00 per month from 2014.
e) A refund of £88.00 was due which had never been paid.
f) The photographs submitted by the landlord were eleven years old.
g) There were two sofas, a dishwasher (which did not work) and stairlift (which did not work) included in the tenancy.

11. In writing and at the hearing the landlord submits:

a) There were no outstanding reported repair issues.
b) No complaints of workmanship had been made.
c) The tenant had often failed to keep contractor appointments. His new managing agent had been unable to gain access to ascertain the condition of the property or if any repairs were required.
d) The property was fully managed and the agents were aware of the Tribunal's previous determination.
e) No decoration requests had been made. He had decorated the garage door externally but the tenant would not allow his contractor access to paint the inside of the door.
f) The house was let unfurnished. The sofas and dishwasher were left at the tenant's request. The stairlift was working at the start of the tenancy but no rent is being charged for it.
g) A copy of the Inventory with photographs dated 30 September 2014 were submitted.

12. The landlord submits as comparables:

a) Canon Street, Leicester – a four-bedroom property let at £1,650.00 per month. There is no garage.
b) Loughborough Road, Leicester – a four-bedroom terraced house let at £1,295.00 per month. This property has no garage or off-street parking.
c) Pauline Avenue, Leicester – a three-bedroom semi-detached house offered at £1,325.00 per month. There is no garage.

Determination and Valuation

13. 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 £1,325.00 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.

14. However, the property is not in the same condition as would be expected on the open market and we have made the following adjustments:

Market Rent		£1,325.00
a) Lack of refrigerator and washing machine	£20.00	
b) General condition in relation to comparables	£60.00	
Total		£80.00
Market Rent		£1,245.00

Decision

15. 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 £1,245.00 per month with effect from 01 November 2025.

Undue Hardship

16. 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.

17. The Tenant has asked the Tribunal to fix a later starting date in this case. She says the rent is partly paid by Housing Benefit and that she has a daughter with special needs who requires constant care.

18. The Landlord did not respond in writing to the Tenant's application for postponement due to hardship. At the hearing the landlord confirmed that he had no knowledge of the tenant's financial position. He was aware she was living in the property with her daughter who required constant care. He thought that the property was probably too large for them but that the tenant did not want to downsize.

19. As a result of our decision the rent will increase by £60.00 per month. The date specified in the landlord's notice was 01 November 2025. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would cause undue hardship and accordingly sets the starting date for the new rent as 01 May 2026.

Chairman: G S Freckelton FRICS **Date: 27 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.