

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/44UF/MNR/2026/0011
Property	5 Fell Grove Lillington Leamington Spa CV32 7UR
Tenant	Peter Olds and Claire Pratley
Tenant's Representative	None
Landlord	Sally Long
Landlord's Address	Myton Grange Lodge Myton Road Warwick CV34 6QN
Landlord's Representative	None
Date of Application	30 December 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) Mrs S Sohota
Date of Decision	03 September 2026
Rent Determined	£1,290.00 per calendar month
Date the new rent takes effect	13 January 2026

REASONS FOR THE DECISION

Background

1. On 13 November 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,350.00 per month in place of the existing rent of £1,150.00 to take effect from 13 January 2026.
2. On 20 December 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 approximately 23 years ago. There is no written tenancy agreement. The rental period is understood to be 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. 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.

Inspection/Hearing

8. The tenant requested a hearing. The Tribunal determines that there are sufficient submissions and photographs of the property to give an accurate description to the Tribunal of its condition. 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 semi-detached house offering the following accommodation:

Ground Floor: Hall, living room, kitchen, utility area.

First Floor: Landing, two bedrooms, bathroom.

Outside: Garden.

The Property is understood to benefit from gas fired heating and double glazing.

Evidence

10. The Tribunal has considered the written submissions provided by the tenant and the landlord.
11. The tenants submit:
 - a) There are long standing unresolved issues comprising:
 1. Persistent mould and damp due to poor ventilation.
 2. The bathroom extractor fan does not work.
 3. There is mould to the bathroom ceiling, first floor window areas and rear door.
 4. The bathroom is ventilated but the mould is persistent.
 5. There is leaking from the shower area.
 6. The shower screen is undersized resulting in further leaking.
 7. The property requires external redecoration.
 8. The kitchen is original and requires refurbishment.
 9. There is mould to the outhouse.
 10. The heating system is inadequate to maintain a reasonable temperature.
 - b) The landlord has been made aware of the issues and although contractors have attended, the works have not been carried out.
 - c) When she inherited the property the landlord sent a list of proposed works but none have been completed. Previous rent increases were agreed on the basis of repairs being completed. These have either not been completed or only partially completed.
 - d) The proposed rent reflects the rent of refurbished properties and does not reflect the condition of this property.
 - e) The tenants submitted photographs of the property.
 - f) When contractors have attended there have been delays in carrying out works, missed appointments, incorrect materials being ordered and damage caused during works.
 - g) The local Environmental Health Department have identified problems with inadequate ventilation and structural cracking.
 - h) They have provided new carpets, white goods and general upkeep.
 - i) The landlord had served notice requiring possession.

12. The tenant submits details of the following properties:

- a) Charnwood Way, Leamington Spa – a three-bedroom house offered at £1,200.00 per month.
- b) Robbins Way, Lillington, Leamington Spa – a two-bedroom detached house offered at £1,250.00 per month.
- c) Hill Street, Leamington Spa – a three-bedroom town house offered at £1,200.00 per month.
- d) Mason Avenue, Leamington Spa – a mid-town house offered at £1,350.00 per month.

e) The landlord submits:

- a) The tenants did not communicate with the landlord regarding the rent increase.
- b) The rental value is £1,350.00-£1,450.00 per month.
- c) The tenant has not communicated any issues from October 2024 – December 2025.
- d) A new extractor fan was fitted in 2024.
- e) The email dated 26th December 2025 complaining of persistent issues was a complete surprise and no communication had been received for over a year.
- f) The property was inspected on 12 January 2025 at which time the tenants admitted that they did not heat the property.
- g) There was no evidence of rising damp at the property. The damp proofing contractor noted that mould was present caused by condensation.
- h) The managing agent noted that the property was in good condition. There was no issue with the bathroom floor and a decorator was to be scheduled for March/April to attend to external decoration.
- i) A new shower screen was fitted and tested for leaks. The tenant subsequently reported that the contractors had cracked the bath panel and that the shower was still leaking. Photographs taken by the contractors when the work was undertaken showed the bath panel was not cracked at that time but had been cracked by the tenants. The tenants had also removed the shower screen seal/sweep causing water to leak.
- j) Photographs provided by the tenant are not current. The property was inspected by the Managing Agent in August 2025 and no issues were found.
- k) The landlord submitted photographs of the property taken in August 2025 and a video of the water leaks in the bathroom around the shower screen.

Determination and Valuation

13. The Tribunal has considered the written submissions including the photographs and video provided. It appears to the Tribunal that the mould evident in the photographs is condensation mould which can generally be alleviated by heating and ventilation.

The condition of the kitchen appears satisfactory, albeit slightly dated. The same also appears to be the case with the bathroom.

14. There is evidence that some external decoration is required.
15. 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 £1,375.00 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.
16. 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		£1,375.00
a) Dated kitchen and bathroom	£45.00	
b) External decoration	£15.00	
c) <u>General condition in relation to comparables</u>	<u>£25.00</u>	
Total		<u>£85.00</u>
Market Rent		£1,290.00

Decision

17. 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 £1,290.00 per month with effect from 13 January 2026.

Undue Hardship

18. 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.
19. The Tenant has not asked the Tribunal to fix a later starting date in this case.

Chairman: G S Freckelton FRICS

Date: 03 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.