

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/44UD/MRA/2026/0029
Property	26 Dolbear Road, Houlton, Rugby, Warwickshire, CV23 1EH
Tenants	Tomos Rae & Beata Murane
Tenants' Representative	None
Landlord	Rosemary Opco 1 Limited
Landlord's Address	c/o Allsop Letting & Management, Platform, New Station Street, Leeds LS1 4JB
Landlord's Representative	Allsop Letting & Management
Date of Application	6 July 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Colin Green (Legal Chairman) Andy Churchill BSc, MRICS (Valuer Member)
Date of Decision	14 September 2026
Rent Determined	£1,495.00 per calendar month
Date the new rent takes effect	1 October 2026

REASONS FOR THE DECISION

Background

1. Under a tenancy agreement between the parties dated 2 July 2025, an assured tenancy was granted of the Property for a term of 12 months beginning on 7 July 2025 and ending on 6 July 2026. The rental period is monthly with the rent payable on the first day of each month. Under s. 4A of the Housing Act 1988 (as amended) the tenancy will have been converted to a monthly periodic tenancy from 1 May 2026.
2. On 6 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 (as amended) which proposed a new rent of £1,495.00 per calendar month (pcm) in place of the existing rent of £1,475.00 pcm to take effect from 7 July 2025.
3. On 6 July 2026, under Section 14 (A3) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

Allocation of Repairs between Landlord and Tenant

4. As per the tenancy agreement and section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than any carpets and curtain 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.

Hearing & Inspection

8. Neither party requested an oral hearing or an inspection. The Tribunal is satisfied that it can properly consider this case based on the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is a semi-detached house, designated a “Stafford” type property, comprising a hall, w/c, living room and combined kitchen/dining area on the ground floor and three bedrooms and a bathroom/WC on the first floor. There is central heating and double glazing throughout, with laminate flooring on the ground floor and first floor bathroom, and carpets on the first floor. Externally, at the front there is a hard standing for parking vehicles, and a garden at the rear with a small shed. White goods are included in the tenancy.

Evidence

10. The parties completed the relevant MR1 (Tenant), MR2 (Landlord) and MR3 (Tenant’s reply) forms.
11. Concerning the condition of the Property, the Landlord has provided an inventory report of 3 July 2025 which summarises the condition of the Property as very good. The Tribunal infers that this remained the position as at the valuation date for a market rent (7 July 2026) save for the following. The Tenants say that since moving in the back door has not been closing properly. They were told someone would be out to fix it and no-one has been. The Landlord disputes this, stating that no maintenance issues have been raised by the Tenants via the residents’ platform (“Rent Café”) since their tenancy commenced on 7 July 2025. The failure to report the defect through that channel is not inconsistent with the existence of the defect, or of it not having been drawn to the Agent’s attention however, and the Tribunal accepts that the back door will not close properly.
12. In respect of a market rent, the Tenants state that a rent of £1,475.00, the existing rent, is considered fair. No reason has been provided for the proposed increase of £20.00 other than that the Landlord just wants to. The cost of living

is hard enough as it is; Council Tax has increased this year. The Tenants believe that what they are currently paying is fair for the age/condition and location.

13. As regards location, the Tenants state that they are situated very close to an industrial site that can be seen from the windows at the rear of the Property and garden. While it may not be that off putting for them, they think it should be a factor to consider when comparing the Property to similar houses. The Landlord states that the Tenants were aware of the close proximity of the industrial site when moving in. This accepted by the Tenants, who have responded by saying that while they were able to see the site during daytime viewings, what they didn't know or were told is how bright the lights are at night from the site, which keeps the north side of the Property well-lit during the night. Also, with it being a rail yard you can often hear the trains, their horns and the container crane, especially with windows open during the warmer nights of the last couple of months. As such, they consider it is still relevant to consider, especially when the Stafford comparables relied on by the Landlord (see below) which have seemingly accepted rent increases are further away from the industrial site with other houses between them and it.
14. In terms of rental evidence, the Tenants have provided the following comparables by way of a Rightmove search of properties available to let within five miles of CV23 1EH:
 - a) 12 Regent Street Rugby CV21 2Q, a three-bedroom detached property with a garage, at £1,350.00 pcm;
 - b) Champion Way, Rugby, CV23, a three-bedroom detached property with a garage, at £1,350.00 pcm;
 - c) Page Close, Rochberie Heights, Rugby, CV23, a three-bedroom detached property with a garage, at £1,350.00 pcm.
 - d) 14 Regent Street Rugby CV21 2PY, a three-bedroom detached house, at £1,673.00 pcm;

- e) Ivy Grange, Bilton, CV22, a three storey, three-bedroom end terraced property, at £1,100.00 pcm;
- f) Faraday Way, Rugby, CV21, a three-bedroom, semi-detached property, at £1,395.00 pcm;
- g) Rose Close, Eden Park, Rugby, CV21, a three-bedroom, semi-detached property, at £1,500.00;
- h) Penny Lane, Hillmorton, Rugby, CV22, a three-bedroom, semi-detached property, at £1,250.00 pcm;
- i) Longstork Road, Coton Park, Rugby, CV23, a four-bedroom, semi-detached property, with garage, at £1,500.00 pcm.

The Landlord

15. The Landlord's comparables were as follows. First, the following renewals for properties of the same type ("Stafford") from the Landlord's portfolio in the development which were signed for prior to the implementation of the Renters' Rights Act on the 1 May 2026:
 - a) Braun Road - November 2025 - £1,520.00 pcm;
 - b) Braun Road - January 2026 - £1,495.00 pcm;
 - c) Trouton Drive - February 2026 - £1,525.00 pcm;
 - d) Braun Road - March 2026 - £1,525.00 pcm.
16. The Tenants say that with these four properties, all being renewals, are incremental increases on tenants, some of whom have been in their houses long term.
17. Second, the Landlord also relies on the following comparables of three-bedroom properties withing three miles of CV23 1EH, by way of a Rightmove

search of properties, some of which state “Let Agreed”, but it is unclear if the agreed rent is that same as that advertised:

- a) Barby Road, Kilsby, at £1,650.00 pcm;
- b) Manor Road, Kilsby, Rugby, CV23, at £1,650.00 pcm;
- c) Vicarage Hill, Clifton Upon Dunsmore, Rugby, at £1,600.00 pcm;
- d) Braun Road, Rugby, Warwickshire, CV23, at £1,600.00 pcm;
- e) Temple street, Rugby, at £1,550.00;
- f) Temple Street, Rugby, at £1,500.00;
- g) Normandy Field Close, Rugby, at £1,500.00 pcm;
- h) Lincoln Drive, Houlton, Rugby, CV23, at £1,500.00.

Determination and Valuation

18. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenants' improvements or failure of the Tenants to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenants are only considered in respect of the date of commencement of the new rent if an application for hardship has been made, which is not the case here.
19. All the comparables provided by the parties are of asking rents, or it is unclear if the rent agreed was the same as the asking rent, save for the four lettings at paragraph 15 above which are agreed rents. The fact that they were in respect of renewals does not affect their value as comparables. Based on those

properties the Tribunal considers that the market rental of the Property modernised and in good order would be £1,495.00 pcm.

20. No adjustments are made in respect of the matters mentioned at paragraphs 11 (condition) and 13 (location) above as the Tribunal does not consider that they are value-significant in terms of a market rent for the Property.

Decision

21. Therefore, the Tribunal determines the new rent amount at £1,495.00 per calendar month, with effect from 1 October 2026, which is the beginning of the first new period of the tenancy which begins on or after the date of the determination (14 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.