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|  | <b>FIRST - TIER TRIBUNAL<br/>PROPERTY CHAMBER<br/>(RESIDENTIAL PROPERTY)</b>                    |
| <b>Case Reference</b>                                                             | <b>BIR/37UJ/MNR/2026/0077</b>                                                                   |
| <b>Property</b>                                                                   | <b>2 Greengage Road, Cotgrave,<br/>Nottingham, NG12 3SY</b>                                     |
| <b>Tenant</b>                                                                     | <b>Nicola Towers and Paul Latham</b>                                                            |
| <b>Tenant's Representative</b>                                                    | <b>None</b>                                                                                     |
| <b>Landlord</b>                                                                   | <b>Lucy Wilkie</b>                                                                              |
| <b>Landlord's Address</b>                                                         | <b>c/o Benjamins Estate Agents Ltd., 75<br/>Wolds Drive, Keyworth, Nottingham,<br/>NG12 6PS</b> |
| <b>Landlord's Representative</b>                                                  | <b>Benjamin's Estate Agents</b>                                                                 |
| <b>Date of Application</b>                                                        | <b>23 March 2026</b>                                                                            |
| <b>Type of Application</b>                                                        | <b>Determination of a Market Rent under<br/>sections 13 &amp; 14 of the Housing Act 1988</b>    |
| <b>Tribunal Members</b>                                                           | <b>I.D. Humphries B.Sc.(Est.Man.) FRICS<br/>S. Sohota</b>                                       |
| <b>Date of Decision</b>                                                           | <b>17 September 2026</b>                                                                        |
| <b>Rent Determined</b>                                                            | <b>£1,225.00 pcm</b>                                                                            |
| <b>Date the new rent takes effect</b>                                             | <b>3 April 2026</b>                                                                             |

## REASONS FOR THE DECISION

### Background

1. On 21 January 2026 the Landlord served notice under Section 13(2) of the Housing Act 1988 proposing a new rent of £1,225 pcm in place of the existing rent of £1,175.00 pcm to take effect on 3 April 2026.
2. On 23 March 2026, 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 3 February 2023 for an initial contractual term of 12 months that expired on 2 February 2024.

### Allocation of Repairs between Landlord and Tenant.

4. Generally, in accordance with section 11 of the Landlord and Tenant Act 1985.
5. Clause 7.2.1 of the Agreement requires the tenants to keep the interior of the premises in repair.
6. Clause 7.22 requires the tenants to maintain the garden:

*'7.22.1 To keep the garden, to include shrubs and hedges, in the same character, weed free and in good order and to cut the grass at reasonable intervals during the growing season.*

*7.22.2 Not to dig up, or cut down, any trees, shrubs or bushes or timber (if any), except with the Landlord or his Benjamins Estate Agents local office's prior written consent, such consent not to be unreasonably withheld'*

7. Clause 9.3.1 requires the landlord to keep the structure and exterior of the premises in repair and by clause 9.7.1, the garden is included within the definition of 'premises'.

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

8. None.

### **Liability for Council Tax**

9. The Tenant is responsible for paying Council Tax. The rent determined is exclusive of Council Tax.

### **Any other terms of the tenancy taken into consideration in determining the rent.**

10. There are no unusual terms as far as we are aware.

### **Inspection/Hearing**

11. The Tribunal has not inspected the property. We rely on the written submissions of the parties and oral evidence given by online hearing on 17 September 2026.

### **The Property**

12. The property is a modern a semi-detached house on a housing estate. It is of two storey construction with brick elevations and a pitched tile roof.
13. The accommodation comprises a living room / dining room, kitchen and w.c. on the ground floor with three bedrooms, one of which has an en-suite, and bathroom on the first floor. The property has a shared drive, garage, front and back gardens.
14. The property has central heating, double glazing, white goods and carpets included in the tenancy. It was let unfurnished.
15. Photographs of the front garden in the Inventory, taken 3 February 2023 prepared by the landlord's agent on the day the tenancy commenced, show the front garden mainly lawned except for a small area near the front of the house to side of the drive.

### **Evidence**

16. Both parties sent written Submissions and provided oral evidence at the online hearing.
17. *The Tenants*  
Nicola Towers representing the tenants said there had been a series of emails in 2024 when the condition of the front lawn had been discussed with the landlord. The tenants had asked the landlord to re-turf the lawn or at least cover a former flower bed with gravel, but as the landlord had not carried it out, the tenants decided to carry out the work themselves at a cost of £550.

18. At the hearing, Miss Towers could not recollect having obtained landlord consent. In her view, the work was the landlord's responsibility and she asked for the cost to be re-couped by keeping the rent at £1,175 for 12 months, after which the tenants would be willing to agree £1,225 pcm as proposed by the landlord. At the hearing, Miss Towers agreed that the Tenancy Agreement formed the total contract between the parties.
19. *The Landlord*  
Miss Wilkie recalled the discussions in 2024. She had approached the estate managers to ask whether the front lawn could be removed and replaced with gravel, but the request had been refused. The next she heard on the matter was that the tenants had re-turfed at their own expense.

### **Determination and Valuation**

20. The Tribunal has not inspected the premises but relies on the submissions of the parties and its general knowledge of market rents in the area.
21. Having read the Tenancy Agreement, it is clear to the Tribunal that the landlord is under no obligation to re-turf the lawn and there is nothing in evidence to suggest the landlord agreed to cover the cost. Furthermore, the work had been carried out without landlord consent which was required for any tenant alterations under clause 7.22.2 of the Agreement.
22. Accordingly, the Tribunal finds the tenants undertook the work for their own convenience at their own expense. The landlord has no liability to cover the cost.
23. The tenant did not question the market rent of £1,225 pcm for a property in good repair and provided no evidence to suggest the market rent should be less.
24. The Tribunal therefore finds the market rent to be £1,225 pcm.

### **Undue hardship**

25. No application has been made to alter the effective date of increase on the grounds of undue hardship per section 14(7) of the Housing Act 1988. The rent takes effect from the date in the landlord's notice, 3 April 2026.

### **Decision**

26. The Tribunal determines the market rent under section 14 of the Housing Act 1988 to be £1,225.00 per calendar month with effect from 3 April 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.