

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/23UB/MRA/2026/0004
Property	79 River Leys Swindon Village Cheltenham GL51 9SA
Tenant	Sonia Cravo
Tenant's Representative	None
Landlord	Graham Steele
Landlord's Address	30 Vale Road Bishop's Cleeve Cheltenham GL52 8ER
Landlord's Representative	None
Date of Application	31st May 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	I R Perry FRICS E R Shaylor MCIEH
Date of Decision	21st September 2026
Rent Determined	£655 per calendar month
Date of Valuation	21st September 2026

Date the new rent takes effect	8th October 2026
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REASONS FOR THE DECISION

Background

1. On 7th May 2026 the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £660 per calendar month (pcm) in place of the existing rent of £ 610 pcm to take effect from 8th July 2026.
2. On 31st May 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 original tenancy commenced on 7th March 2022 but a new agreement was made on 8th March 2023. The rental period is monthly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. In her application form, the Tenant has indicated that she considers the Landlord's notice to be valid.

Allocation of Repairs between Landlord and Tenant.

5. As per section 11 of the Landlord and Tenant Act 1985.

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

6. None

Liability for Council Tax

7. 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.

8. None

These reasons address the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

Hearing

9. A hearing was held on 21st September 2026 at 10.00 am by cloud video platform. The Tribunal has considered this case on the basis of an oral hearing, the papers provided by the parties and its own specialist knowledge and expertise.

The Property

10. The Property is a ground floor studio within a development of similar properties on the north side of Cheltenham.
11. The accommodation comprises a living room/bedroom, kitchen and bathroom with wc. There is a small garden to the rear and a single car space at the front, with another allocated car parking space to the rear.
12. The property has gas-fired central heating, windows are double glazed, white goods and floorings are provided by the Landlord.

Evidence

13. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply). Some photographs were also provided.

The Tenant

14. The Tenant made the following comments:
 - a) The Landlord has replaced any white goods that have broken down, namely oven, hob, cooker hood, fridge freezer, but not always with new appliances and the fridge freezer was not built in.
 - b) The bathroom ceiling was repainted following a leak from the flat above.
 - c) Windows have defective black seals and some windowpanes are 'blown'.
 - d) Windows are prone to condensation in cold months.
 - e) There is some black mould associated with condensation which forms internally on cold spots and on the sealant around the bath.

- f) The Tenant accepts that some condensation is inevitable.
 - g) The Landlord has provided some mould remover.
 - h) A car parking area to the rear of the property is used for fly-tipping.
 - i) Internally the condition of the Property has deteriorated since the tenancy began in 2022, some updating is needed.
 - j) There are some tiles missing behind the wc and a hole in a bath panel.
 - k) On the whole, the flat is shabby, small, old and not well taken care of.
15. The Tenant did not provide comparable rental evidence, but disputed the landlord's comparables saying they were not similar properties and 78 River Leys had more than "a lick of paint" as it had a new bathroom and flooring and complete re-decoration.

The Landlord

16. The Landlord made the following comments:
- a) He would need to do little to the Property to let it afresh at £700 pcm to £750 pcm.
 - b) The flat is in reasonable condition but rented it below market rent to begin with.
 - c) He provided a new gas boiler.
 - d) He will change the windowpanes where they are 'blown' and will build in the fridge freezer when convenient to do so.
 - e) He has done what he can to reduce fly tipping on the rear parking space.
 - f) He owns 3 flats in the area which need to be ventilated to avoid condensation/mould.
 - g) The rent proposed is below a full market rent.
17. The following comparables were provided by the Landlord:
- a) Number 61 River Leys, a first floor flat with separate living room and bedroom has recently let for £850 pcm. This was in good, refurbished condition.
 - b) Number 37 River Leys, a first floor flat with separate living room and bedroom has recently let at £775 pcm but has no central heating and is in poor condition.
 - c) Number 78 River Leys has recently let for £700 pcm. His Agent had told him this is a studio flat that had been given a 'lick of paint'. He could not confirm whether this was a flat or studio.
 - d) A comparables report from a local estate agent citing 4 studio flats in River Leys which appeared similar to the subject property at £675 £695 £695 and £700.

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 Tenant improvements or failure of the Tenant 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 Tenant are only considered if an application for hardship has been made.
19. Relying on its own expertise and general knowledge of rental values in the area, and the comparable information provided the Parties, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £ 695 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties.
20. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Blown windows with defective seals.
 - b) General wants of repair including bathroom tiles, peeling paint and condensation/occasional black mould.

The full valuation is shown below:

Starting Rent			<u>£ 695 pcm</u>
<u>Less</u>			
a)	Items given under a) above	£ 20.00	
b)	Items given under b) above	£ 20.00	<u>£ 40.00 pcm</u>
Open-Market Rent			£ 655.00 pcm

Undue hardship

21. 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.

22. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says she will be caused undue hardship because she is a single person in a relatively low paid position within the National Health Service and the cost of living has risen more than her income.
23. The Landlord stated that as the new rent will not apply until 8th October 2026 rather than the date specified in the Notice, he has already suffered a loss of rent.
24. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence of financial hardship to support their submissions, such as a bank statement or monthly budget of income and expenditure. On the basis of the evidence provided, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.

Decision

25. The Tribunal determines the new rent amount at £ 655 per calendar month with effect from 8th October 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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 after 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.