

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/09UD/MNR/2026/0055
Property	1 Rosemary Lane, Wixams, Bedford, MK42 6GF
Tenants	Mr Stephen Brown, Ms Amanda Brown, Mr Marc Brown
Tenant's Representative	
Landlord	Canary Holdings 1 Limited
Landlord's Address	50 Grosvenor Hill, London, W1K 3QT
Landlord's Agent	Allsop Letting & Management 8th Floor, Platform Building, New Station St, Leeds, LS1 4JB
Date of Application	30 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge V Lloyd Mr P McGreal, MRICS
Date of Decision	23 September 2026
Rent Determined	£2,150 per calendar month

Date the new rent takes effect	1 May 2026
---------------------------------------	-------------------

REASONS FOR THE DECISION

Background

1. On 30 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,150.00 per calendar month (pcm) in place of the existing rent of £2,000pcm to take effect from 1 May 2026.
2. On 30 March 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured tenancy commenced on 1 May 2025. The rental period is monthly.

Validity of Notice – Section 13 of the Housing Act 1988

4. In their application form, the Tenants have indicated that they consider the Landlord's notice is invalid because there was no election of the "week/month/year" options; no deletion of either "Landlord(s)" or "Landlord's Agent" and the charges table had been left blank rather than completed with "nil".
5. In response, the Landlord has stated that they consider that the notice is valid.
6. The Tribunal finds that the notice is valid. Read as a whole, it makes clear that the existing and proposed rents are monthly and that it was completed on behalf of the Landlord by the Landlord's Agent. The charges table had been left blank, indicating that there were no additional charges in addition to the rent. The absence of inserting the wording "nil" is minor. Viewed objectively, a reasonable recipient would have understood from the notice that the proposed rent was £2,150 per month, that the notice was given by the Landlord's agent and that there were no additional charges. The Tribunal is satisfied that the alleged defect is a minor omission which neither prejudices nor misleads the Tenants.

Allocation of Repairs between Landlord and Tenant

7. The Landlord is responsible for those matters falling within section 11 of the Landlord and Tenant Act 1985. There was no dispute regarding repairing obligations.

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

8. There are no service charges or furniture provided by the Landlord and no charges relating to the same.

Liability for Council Tax

9. The Tenants are responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Inspection/Hearing

10. A hearing was held on 23 September 2026 by video platform. Neither party requested an inspection. Mr Stephen Brown appeared in person for the Tenants. Mr Emmanouil Alfieris, Renewals Co-Ordinator for the Landlord's Agent, represented the Landlord. The Tribunal has considered this case on the basis of an oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

11. The Property is a recently built, three storey, detached house let unfurnished, offering a lounge, kitchen/diner, four bedrooms, two bathrooms and a cloakroom.

Outside: Garden, off street parking spaces and a garage.

The Property is situated in a housing estate in the Wixams area of Bedford.

Evidence

The Tenants

12. The Tenants maintained that, during the renewal negotiations prior to the Landlord's service of a Form 4 Notice, available local four-bedroom properties were advertised on Rightmove at approximately £1,750pcm and £1,900pcm, and that they had identified no comparable four-bedroom property in Bedford advertised at more than £2,000pcm.

The Tenants relied on the following comparables:

- Rainbow Close, Houghton Conquest, MK45 - £1,900pcm – 4-bedroom, 3 bathrooms townhouse; and
 - Brooklands Avenue, Wixams, MK42 - £1,750pcm – 4-bedroom, 1 bathroom house.
13. The Tenants alleged that following their negotiations, their subject Property was listed on Rightmove at £2,200 pcm and that this was an attempt to manufacture evidence in support of a rent increase.

The Landlord

14. The Landlord responded that a property of the same "Hesketh" type was available to let and that media (including the virtual tour) may have been identical to that used for the Tenants' property. Mr Emmanouil confirmed that the Hesketh property listed on Rightmove was 18 Rosemary Lane and was let for £2,200pcm on 8 April 2026.
15. The Landlord further relied upon the following comparables:
- 22 Rosemary Lane, Bedford, MK42 6GF – “Hesketh property” - 19/12/2025 - £2,150pcm
 - 30 Rosemary Lane, Bedford, MK42 6GF – “Hesketh property” - 01/04/2026 - £2,150pcm
 - Brooklands Avenue, Wixams - £2,200pcm – 4/5 bedroom town house (27/3 to 26/5/26)
 - College Farm, Old Harrowden Road, MK42 - £2,200pcm – 4 bedroom, 2 bathroom barn conversion (22/9/25 – 8/1/26)
 - Willow Grove, Wixams, MK42 - £2,200pcm – 4 bedroom, 3 bathroom detached house – 23/3/26 to 27/3/26
 - Howard Close, Wilstead, MK45 - £2,200pcm – 4 bedroom, 2 bathroom detached house - 24/10/25 to 17/1/26.

The Tenants' Reply

16. During the hearing, Mr Brown accepted that 18 Rosemary Lane was a Hesketh-type property of the same design as the subject Property. He stated that the Landlord's comparables were set out some three months after their negotiations and that rents had since significantly increased.

Determination and Valuation

17. The Tenants' first comparable of Rainbow Close, Houghton Conquest, advertised to let at £1,900, was part-furnished and located approximately 1 mile from the subject Property. The second comparable of Brooklands Avenue, Wixams located on the same development, is semi-detached with one bathroom; is a different style of property; and has no off-road parking, unlike the subject Property.
18. The Tribunal has considered the Tenants' submission that the Landlord sought to manufacture comparable evidence by marketing the subject Property. Having heard the parties' evidence, the Tribunal does not consider it necessary to make any finding on that allegation. The Tribunal's valuation is based principally upon evidence of completed lettings of comparable Hesketh-type properties and not upon the disputed online advertisement.
19. The Tribunal places greatest weight on the evidence relating to 18, 22 and 30 Rosemary Lane. These are Hesketh-type properties on the same development and were let between 19 December 2025 and 8 April 2026, sufficiently close to the relevant valuation date of 1 May 2026 to provide reliable evidence of market value, at rents between £2,150pcm and £2,200pcm. The Tribunal considers this evidence significantly more persuasive than the Tenants' comparables, which differ in type, location and accommodation. Having regard to the Hesketh-type property lettings and to its own knowledge and experience of the local market, the Tribunal determines that the open market rent for the subject Property, let on the same terms and in the same condition as at the valuation date, was £2,150pcm.

Undue hardship

20. The new rent takes effect from the date specified in the Landlord's Notice of Increase unless that would cause undue hardship to the Tenants. 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.
21. The Tenants set out in their application that they would experience hardship if the rent were to increase. They did not provide any documentary evidence in support of their claim that a rent increase would cause hardship. During the hearing, Mr Brown referred to his mother, Ms Brown's health and wellbeing issues which had resulted in her decision to reduce her working hours. He confirmed that he and his younger brother both worked.
22. The Landlord's Agent, during the hearing, acknowledged the Tenants' representations but replied that whilst they empathised with the Tenants' personal circumstances and that the Landlord had reduced the proposed rent from £2,200 to £2,150pcm during negotiations, personal circumstances do not affect the market value of the Property.

23. As a result of the Tribunal's decision, the rent will increase by £150pcm. The date specified in the Landlord's notice was 1 May 2026. The Tribunal accepts that any increase in rent may create financial pressure. However, limited evidence was provided regarding the Tenants' income, expenditure or financial commitments. The Tribunal is therefore not satisfied that implementation of the determined rent from 1 May 2026 would cause undue hardship.

Decision

24. Therefore, the Tribunal determines the market rent at £2,150 per calendar month with effect from 1 May 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 (rule 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.