

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/00FN/MNR/2025/0768
Property	298 Western Road Leicester LE3 0EB
Tenant	Sancha Powell
Tenant's Representative	None
Landlord	Bryan Lamont
Landlord's Address	140 Milton Road Luton LU1 5JA
Landlord's Representative	None
Date of Application	24 August 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)
Date of Decision	23 September 2026
Rent Determined	£740.00 per calendar month
Date the new rent takes effect	30 August 2025

REASONS FOR THE DECISION

Background

1. On 22 July 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £850.00 per month in place of the existing rent of £650.00 to take effect from 30 August 2025.
2. On 24 August 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 on 30 January 2023 for an undisclosed term. The rental period is 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. Neither party requested an inspection or an oral hearing. 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 terraced house offering the following accommodation:

Ground Floor: Two living rooms, kitchen.

First Floor: Landing, two bedrooms, bathroom.

Based on internet mapping the property appears to be double glazed.

Outside: Garden.

The cooker is provided by the landlord. The Tribunal therefore assumes that other white goods are provided by the tenant.

Evidence

10. Neither party completed the Reply Forms sent to them by the Tribunal with the Directions. The Tribunal has considered the written submissions provided by the tenant in the application form.
11. The tenant submits:
 - a) She has replaced the shower rail, hose and other bathroom fixtures.
 - b) She has redecorated areas previously affected by leaks.
 - c) She has temporarily replaced the waste pipe from the bathroom wash basin.
 - d) The drain from the kitchen sink leaks allowing water into the garden. This has been attended to but the water still leaks into the garden.
 - e) There is a leak within the property which has resulted in larger water bills.
 - f) She agreed a rent review in 2023 on the condition that repairs were completed but no works were carried out. These included:
 - i) Replace rear garden gate. A new gate has been fitted but there is no latch so it remains insecure.
 - ii) Fix pipe to bathroom wash basin.
 - iii) Fix the leak to the W.C.
 - iv) Replace the front door.
 - v) Rear door requires repair/replacement. A new door has been fitted but is not fitted properly and requires finishing.
 - vi) Replace blown double glazing panes.
 - vii) Investigate possible damp.
 - viii) Smoke alarms require replacement.
 - ix) Garden slabs need to be made safe.
 - x) Garden wall needs taking down.
12. The landlord made no submissions.

Determination and Valuation

13. Relying on its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £925.00 per month. This is the rent we would expect the property to let for in the open market if it was in good general condition as would be expected in the open market.
14. 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	£925.00
a) External garden repairs/wall/gate/drain/slabs	£35.00
b) Fridge/freezer/washing machine fitted by the tenant	£25.00
c) Fix W.C and waste pipe to bathroom was basin	£30.00
d) Repairs to front and rear doors	£15.00
e) Replace defective double-glazing panes	£25.00
f) Damp	£10.00
g) <u>Fix smoke alarms</u>	<u>£15.00</u>
	£155.00

There have also been improvements completed by the tenant:

h) Repair to shower rail and hose	£20.00
i) <u>Fit temporary pipe to bathroom was basin</u>	<u>£10.00</u>
j) Total	<u>£185.00</u>
Market Rent	£740.00

Decision

15. 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 £740.00 per month with effect from 30 August 2025.

Undue Hardship

16. 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.
17. The Tenant has not asked the Tribunal to fix a later starting date in this case.

Chairman: G S Freckelton FRICS

Date: 23 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.