	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/23UB/MRB/2026/0001
Property	10 River Court Millbrook Street Cheltenham Gloucestershire GL50 3GA
Tenant(s)	Luke Brookes and Lillian Gardner
Tenant's Representative	Sarah Brookes
Landlord	Mr Terry Booth
Landlord's Address	Longhill Elmstone Hardwicke Cheltenham Gl51 9TB
Landlord's Representative	Leaders
Date of Application	26th July 2026
Type of Application	Challenge to initial rent section 7 Renters Reform Act 2026. Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	I R Perry FRICS S Johnson
Date of Decision	12th October 2026
Rent Determined	£925 per calendar month
Date of Valuation	20th April 2026

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Date the new rent takes effect	20th April 2026

REASONS FOR THE DECISION

Background

1. On 26th July 2026, the Tenants applied to the Tribunal to challenge the rent payable in respect of their tenancy of the property, which commenced on 20th April 2026 for a period of 12 months.

2. The rent payable is £1,150 pcm and the rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

3. 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.

4. None.

Liability for Council Tax

5. The Tenants are 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.

6. None.

Reasons

7. 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

8. Neither party requested an oral hearing. The Tribunal therefore determined the application on the papers provided by the parties, together with its own knowledge and specialist expertise.

The Property

9. The property is stated to be a ground floor flat which is within a purpose-built three-storey block of similar flats in a residential area about ½ mile west of the centre of Cheltenham.

10. The accommodation includes a hall, living room, kitchen, 2 bedrooms and bathroom with WC. There is a single car space and a patio/small garden associated with the flat.

11. The flat has underfloor heating, double-glazed windows and is well appointed throughout.

Evidence

12. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant

13. The Tenants made the following comments:

    a) The Property was advertised as having a garden and when they inspected the Property the Tenants understood that the garden was to be private.
    b) It later transpired that meter cupboards for other flats are within the garden space.
    c) Some window blinds are defective.
    d) Agreed fencing has not been installed, a padlock to the garden gate has been removed so that the garden remains open and unsecured with no privacy.
    e) When viewing the Property, the Tenants were told that various works were to be completed including decoration and repairs within the bathroom and treatment of carpet moths. These works were to be completed before the start of the tenancy and were confirmed by the letting agent in an email dated 14th January 2026.
    f) Damaged carpets should be replaced.

g) When they moved into the Property the Tenants found defects. As a result of complaints from the Tenants Cheltenham Borough Council issued a Hazard Awareness Notice dated 8th June 2026. Later, an Improvement Notice was served but the works had not been completed by the date specified. The works related to excess cold, damp and mould growth, domestic hygiene and pests, poor decoration.
h) The Tenants provide a Rightmove report showing 2-bedroom flats available to rent at £925 pcm to £1,095 pcm.
i) Agreed cleaning was not completed until 27th May 2026.
j) The Tenants ask that the Tribunal attach conditions to a rent reduction pending Landlord's repairs.

The Landlord

14. The Landlord's Agent made the following comments:

a) The Agent confirms that works had been agreed that would be completed before the Tenants took occupation and that these were not completed.
b) A Best Price Guide shows comparable properties advertised for £1,100 to £1,150. A 2-bedroom property in the same block is advertised at £1,100 pcm and the previous Tenant was paying £1,140 pcm. The existing rent of £1,150 pcm is reasonable and reflective of the market.
c) Any locking of the garden gate would be subject to the gas board having statutory access.

Determination and Valuation

15. 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 at the valuation date in the open market by a willing Landlord to a willing Tenant.

16. Historic issues relating to the tenancy or the personal circumstances of the Parties are not taken into account. The personal circumstances of the Tenants are only considered if an application for hardship has been made. The Tribunal cannot apply conditions to any determination of rent.

17. The Tribunal determines that when negotiating to take the tenancy of the Property the Agent, or the Landlord through his Agent, agreed to complete various repairs. These repairs were not completed at the start of the Tenancy and they remain outstanding.

18. The Tenants understood that the garden 'belonged' to the Property which would give them a reasonable expectation of some privacy, although a definition of a private garden is subject to various interpretations.

19. Gas meter cupboards for other flats are within the garden, but with modern systems of taking meter readings there is no expectation that this will materially reduce the Tenants' privacy, but there is a reasonable expectation that access to the garden would be made secure by the Landlord, subject to a relevant authority having access to gas meters in case of emergency which can be achieved by use of an appropriate locking mechanism at the gate.

20. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Parties, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,150 pcm as had been agreed between the parties prior to the start of the Tenancy.

21. This is the rent the Tribunal would expect the Property to achieve in the open market at the valuation date if it were in the same general condition as the comparable properties provided.

22. From this level of rent, the Tribunal has made adjustments in relation to the following:

a)	Bathroom repairs and maintenance	£75
b)	Carpet moth and damaged carpets	£50
c)	Unsecured garden access	£50
d)	Other wants of repair/decoration and initial cleaning	£50

Open-Market Rent £925 pcm

Decision

23. The Tribunal determines the new rent at £925 per calendar month with effect from 20th April 2026, this being the date of the start of the Tenancy.

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.