	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/23UB/MNR/2026/0119
Property	Flat 6 GI Studios Bennington Street Cheltenham GL50 4FB
Tenant	Richard Lascoschi
Tenant's Representative	None
Landlord	Mosman Capital Limited
Landlord's Address	1 Royal Terrace Southend-On-Sea Essex SS1 1EA
Landlord's Representative	Move Estate Agents
Date of Application	26th April 2026
Type of Application	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	£600 per calendar month
Date of Valuation	29th April 2026
Date the new rent takes effect	29th April 2026

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REASONS FOR THE DECISION

Background

1. On 11th March 2026 the Landlord's Agent served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £625 per calendar month (pcm) in place of the existing rent of £570 pcm to take effect from 29th April 2026.

2. On 26th April 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 tenancy commenced on 29th September 2023 at a rent of £550 pcm. 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 curtain and white goods specified below) and the costs relating to the same.

5. Wi-fi connection. No charge.

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.

8. 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. Neither party requested an oral hearing.

The Property

10. The Property is a first-floor studio in a converted building of several similar studios in the centre of Cheltenham. The accommodation comprises a single living/kitchen/bedroom and shower room with WC. Flooring is supplied and there is a communal laundry room within the building.

11. There is no outside space or parking.

12. The studio is heated from an electric heater, and the windows are double glazed.

Evidence

13. The parties completed the application form (tenant), a Rents 1A (landlord) and Rents 1B (tenant's reply).

The Tenant

14. The Tenant made the following comments:

    a) The Notice is invalid as it is not signed by the Landlord.
    b) There is no storage space or parking.
    c) The Tenant considers the rent should be £570-£600 pcm.
    d) The communal areas are not consistently maintained, as evidenced by photographs provided.
    e) Energy costs are high.

The Landlord

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

    a) Comparables are provided but do not state whether these are asking rents or rents achieved.
    b) The Agent is entitled to sign the Notice on behalf of the Landlord.
    c) An original inventory shows the condition of the Property at the start of the Tenancy.

Determination and Valuation

16. The Tenant contended that the Notice was invalid because it had not been signed by the Landlord personally. The Tribunal rejected that submission. The Notice was signed and dated by the Landlord's Agent acting on behalf of the Landlord. The Tribunal therefore determined that the Notice of Rent Increase served by the Landlord's Agent was valid.

17. 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.

18. Having considered the parties' evidence, the comparable evidence and using its own expertise and general knowledge of rental values in the area, the Tribunal considered that the Property, if in good condition and without the deficiencies identified below, would have commanded a market rent of approximately £625 pcm at the valuation date.

19. The Tribunal considered that the condition of the communal areas, as shown in the photographic evidence provided by the Tenant, would adversely affect the rent obtainable for the Property on the open market. The Tribunal therefore made a deduction of £25 pcm to reflect this deficiency.

20. The Tribunal noted the Tenant's submissions concerning the electric heating and associated energy costs. Having regard to the Property's double glazing and overall specification, the Tribunal did not consider that a separate adjustment to the market rent was appropriate on this account.

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

    a) Poor condition of common areas.

    The full valuation is shown below:

    Starting Rent £ 625 pcm

    Less

a) Items given under a) above £ 25.00

Open-Market Rent £ 600 pcm

Decision

22. The Tribunal determines the new rent amount at £600 pcm with effect from 29th April 2026, this being the date specified in the original notice.

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.