	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**HAV/23UB/MNR/2026/0094**
Property	**Flat 8, Malvern Hill House, East Approach Drive, Cheltenham, Gloucestershire GL52 3JE**
Tenants	**Yik Yan Juliana Fan and Chi Yung Francis Tam**
Tenants' Representative	**None**
Landlord	**Stephen George Savery and Deborah Louise Savery**
Landlord's Address	**c/o 1 Bath Street, Cheltenham, Gloucestershire GL50 1YE**
Landlord's Representative	**CJ Hole Cheltenham (Orrin Pryse-Jones)**
Date of Application	**30 April 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge D Gethin – Chair** **Mr M Ayres FRICS**
Date of Decision	**9 October 2026**
Rent Determined	**£1,150.00 per calendar month**
Date the new rent takes effect	**17 April 2026**

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REASONS FOR THE DECISION

Background

1. On 5 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,200 per calendar month (pcm) in place of the existing rent of £1,150 pcm to take effect from 17 April 2026.

2. On 30 April 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 using the correct Rents 1 form as directed to do by a Legal Officer.

3. The assured tenancy commenced on 17 June 2022 for a term of 12 months and is currently on a periodic rolling tenancy. 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. No separate service charges are payable. The tenancy includes various fitted appliances recorded in the inventory including oven, hob, washing machine, dishwasher and fridge/freezer.

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. The Tenants had requested an oral hearing whereas the Respondent did not. On 2 October 2026, the Tenants requested that the Tribunal consider the case by way of a paper determination. The Tribunal considered this request and, noting the Landlord's original preference for a determination on the papers, agreed to direct the application be dealt with on the papers.

9. Regrettably, the parties were not informed of the Tribunal's decision and both Ms Fan for the Tenants and Mr Pryse-Jones for the Landlord attended at 10am. There were connection issues that prevented the Tribunal from being able to see or hear Ms Fan. Mr Pryse-Jones was requested to contact Ms Fan. Attempts to do so were unsuccessful. The telephone number that Mr Pryse-Jones was using was one digit out compared with that provided by the Applicants in the Rents 1 form. Attempts by Mr Pryse-Jones to contact Ms Fan using the disclosed number by way of telephone call or WhatsApp were also unsuccessful.

10. Mr Tam briefly joined separately at 10:20am before disconnecting. Ms Fan then disconnected at 10:21am.

11. We confirmed with Mr Pryse-Jones that the Landlord did not object to the Tribunal determining the application on the papers. My Pryse-Jones disconnected at 10:24am and the Tribunal began to deliberate.

12. Both Ms Fan and Mr Tam then re-joined the hearing at 10:28am. We confirmed that the Tenants' request to make the determination on the papers had been agreed and the Tenants disconnected from the hearing.

13. What is apparent, is that the Landlord's agent does not have correct contact details for the Tenants. The parties should ensure these are confirmed which may be part of the reason for any breakdown in communication as alleged by the Tenants.

14. 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

15. The Property is a first-floor flat in a converted four-storey Georgian building. Accommodation comprises living room/open-plan kitchen area, two bedrooms and a bathroom. The Property benefits from gas central heating and off-road parking. The Property is situated in the Pittville Park area of Cheltenham.

Evidence

16. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

17. The Tenant made the following comments:

    a) long-standing repair issues including broken sash cord, water marks/cracking and window defects.

    b) poor thermal efficiency including single glazing.

    c) alleged defects affecting amenity and use of accommodation.

    d) the Tenants say the market rent is £920-£1,035 pcm.

    e) hardship arguments.

18. In terms of rental evidence, the Tenant had provided examples of two flats from the property portal "Zoopla" with rents ranging from £1,050 to £1,195 pcm.

The Landlord

19. The Landlord made the following comments:

    a) the property's location close to Pittville Park.

    b) evidence that maintenance concerns had been reported and access difficulties encountered.

c) the proposed increase of £50 pcm is modest.

d) the Tenants' comparables are not situated within the same immediate area as the Property.

20. The following comparables were provided by the Landlord (all two bed flats in the Pittville Park area):

a) First Floor Flat, Lakeside Court (adjacent block). This is let at £1,500 pcm though we note is in a 20th Century purpose-built block with two double bedrooms, double glazing and a garage.

b) First Floor Flat, Hillcourt Road. This is let by the Landlord's agent at £1,500 pcm and is a similar type of converted building to the Property, but is presented to a very high standard with a separate kitchen and two double bedrooms.

c) Ground Floor Flat, Lakeside Court (adjacent block). This is advertised at £1,350 pcm with recent redecoration and carpets, though we again note is in a 20th Century purpose-built block with double glazing and a garage.

d) Ground Floor Flat, Pittville Lawn. This is let at £1,250 pcm and is a similar type of converted building to the Property, presented to a similar standard to the Property with separate kitchen, permit parking and patio doors onto communal gardens.

e) Ground Floor Flat, East Approach Drive. This is advertised by the Landlord's agent at £1,250 pcm and is understood to be of a similar size to the Property, presented to a high standard and with a separate kitchen, a bathroom and separate shower room, and two toilets.

f) Lower Ground Floor Flat, East Approach Drive. This is let at £1,200 pcm and is understood to be of a similar size in the same building as the Property, presented to a high standard and with a dividing wall between the kitchen and lounge.

Determination and Valuation

21. The Tenants have raised extensive evidence regarding issues with communication, alleged threats and data privacy concerns, issues with access to undertake works and inspections, alleged management failures and impact on the Tenants' wellbeing and quiet enjoyment of the Property.

22. We would note that the Landlord accepts his responsibility to undertake repairs, although certain repairs have yet to be undertaken despite being brought to their attention several years' earlier, and we note the difficulties incurred by the Landlord's agent in contacting Ms Fan during the hearing to try and assist her in joining. That suggests the issues are not as simple as presented by the Tenants in their application. We make no findings with regards to those matters as they are not relevant considerations when determining a market rent.

23. Similarly, we had no regard for the Tenants' allegations regarding misrepresentation of the Property; they presumably inspected the Property before commencing the tenancy but, in any event, that is not a relevant consideration when comparing the Property with comparable properties to set a market rent.

24. With the exception of the properties situated in Lakeside Court, the Tribunal considers the comparables provided by the Landlord are relevant to this matter. The properties that are in buildings of a similar period to the Property have similar EPC ratings, and all have timber framed sash windows and there is no evidence that any of these properties have double glazing. The property in Hillcourt Road would appear to an outlier in terms of the evidence available to the Tribunal due to the very high standard of the interior. The rental submissions provided by the Tenants are not considered generally to be of use due to their location and period being very different to the Property.

25. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord and Tenants, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,200 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties including having white goods provided by the landlord. We had particular regard to the Lower Ground Floor Flat, East Approach Drive which is marginally larger (<10%) and which we understand is in the same building as the Property.

26. We had the benefit of an independent inspection report dated 26 February 2026 which confirmed the Tenants' allegations regarding the condition of the Property. There was no evidence that the condition of the Property had materially changed since then.

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

    a) Issues with the condition of the Property which reduce its value including condition of the sash windows including a broken cord, mould spores in the bathroom and peeling paint.

The full valuation is shown below:

Starting Rent		£1,200.00 pcm
Less		
a)	Items given under a) above	£50.00
		£50.00
Market rent		**£1,150.00 pcm**

Undue hardship

12. 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.

13. The Tenant has asked the Tribunal to fix a later starting date in this case. They say they will otherwise be caused undue hardship because financial and personal circumstances though they fail to evidence their financial circumstances or to particularise how an inflationary increase in the market rent would affect their personal circumstances.

14. The Landlord did not respond to the Tenant's application for postponement due to hardship.

15. As a result of our decision the rent will not increase. The date specified in the landlord's notice was 17 April 2026. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and accordingly sets the starting date for the new rent as 17 April 2026.

Decision

16. Therefore, the Tribunal determines the market rent at £1,150.00 per calendar month with effect from 17 April 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.