	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/00FN/MNR/2026/0158
Property	201 Duncan Road, Leicester, LE2 8EJ
Tenant	Lelde Krumina
Tenant's Representative	N/A
Landlord	Bindia Morjaria
Landlord's Address	5 Berwick Place, Welwyn Garden City, AL7 4TU
Landlord's Representative	Gavinder Sangra of Shonki Bros
Date of Application	24 June 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Banks Tribunal Member Neil Atherton MRICS
Date of Decision	7 October 2026
Rent Determined	£925 pcm
Date the new rent takes effect	25 June 2026

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REASONS FOR THE DECISION

Background

1. On 23 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £975 per calendar month(pcm) in place of the existing rent of £850 pcm to take effect from 25 June 2026.

2. On 24 June 2026, 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 25 June 2023 for a term of 12 months. 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. 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 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:

   Reception room, living room, kitchen, 2 bedrooms and a bathroom

   Outside: Garage in a separate block.

   The Property benefits from central heating, double glazing, carpets on the stairs, landing and main bedroom and vinyl/laminate flooring elsewhere.

   The Property is situated in the Aylestone area of Leicester close to local amenities and transport links into Leicester City Centre.

Evidence

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

The Tenant.

11. The Tenant made the following comments:

12. The tenant contends that the landlord's proposed rent of £975 per month exceeds the open market rental value of the property and submits that a fair market rent is £875 per month. The tenant relies on comparable properties in the LE2 area advertised at between £875 and £900 per month, which she says offer superior accommodation, including additional bedrooms, larger gardens, driveways, or improved internal condition. She argues that those comparables demonstrate that the subject property, a two-bedroom terraced house, does not justify a rent of £975 per month.

13. The tenant submits that the property has been affected for a considerable period by damp, mould, humidity, cold draughts and poor insulation. She states that there are draughts around the bay windows and garden door, recurring mould growth in several areas of the property, condensation problems in the bathroom, and mould behind kitchen units. She maintains that these defects adversely affect her comfort and enjoyment of the property and that some of the mould issues are structural rather than the result of lifestyle factors. She further asserts that the property suffers from a persistent damp smell and remains difficult and expensive to heat.

14. The tenant's case is that many of the reported defects remained unresolved for several months after they were first reported in November 2025. She says that although repairs were discussed and some works commenced, various items either remained outstanding or were completed only after the rent dispute had begun. In particular, she refers to unresolved mould, delays in window repairs,

failure to install an additional bathroom heater, and ongoing issues with the external bay window wall. She contends that the landlord only began actively pursuing repairs after the rent increase was challenged and that the property was not in full repair when the section 13 notice was served.

15. The tenant also criticises aspects of the landlord's evidence. She alleges that photographs relied upon by the landlord gave the misleading impression that external remedial works had been completed when, in her view, they had not. She further argues that the sale particulars and purchase price relied upon by the landlord are irrelevant because they reflect the property's condition in 2020 rather than its condition at the valuation date. She submits that the landlord's spreadsheet and internal records demonstrate awareness of reported defects but do not constitute proof that repairs were effectively completed.

16. The tenant places some reliance on the history of rent increases and repairs. She points out that an earlier proposed increase in January 2026 was accepted by the landlord to have been invalid because it was served less than 52 weeks after the previous increase. She submits that significant disrepair issues remained outstanding when both the invalid notice and the subsequent March 2026 notice were issued. She also notes that the landlord initially justified the increase by reference to rising mortgage costs, which she says is irrelevant to the assessment of market rent.

17. Finally, the tenant emphasises that she has occupied the property continuously since December 2020 (a new tenancy being granted on 25 June 2023), has always paid her rent on time, and has provided the landlord with a stable long-term tenancy. She argues that the landlord has benefited from avoiding void periods and reletting costs during that time. Taking account of the property's condition, the outstanding repair issues, damp and mould problems, draughts, delayed maintenance and the comparable market evidence, she submits that the open market rent should be determined at £875 per month rather than £975 per month

18. The Tenant identified a number of purported comparable properties in the MR1 and included links to webpages. However, no documentary evidence of those comparables was provided. In the absence of the underlying particulars, the Tribunal was unable to verify the information relied upon or assess the extent to which the properties were genuinely comparable to the subject Property. The Tribunal therefore placed little weight upon this evidence

The Landlord

19. The landlord's evidence can be summarised as follows:

20. The landlord contends that the proposed rent of £975 per month is fair, reasonable and remains below the prevailing market rent for comparable two-bedroom properties within the LE2 area. The landlord relies upon a number of comparable properties advertised between £1,000 and £1,150 per month and submits that the subject property is therefore being offered at a rent below market level. The landlord also notes that similar two-bedroom flats in the area

are achieving approximately £850 per month, whilst houses command significantly higher rents. The landlord maintains that the purpose of the increase is to bring the rent into line with prevailing market conditions rather than to recover repair costs or to penalise the tenant.

21. The landlord states that the property was purchased in November 2020 following substantial refurbishment and has been regularly maintained throughout the tenancy. The landlord emphasises that rent increases have historically been modest, increasing from £675 per month at the commencement of the tenancy in December 2020 to £850 per month by February 2025, with no increase at all during 2022. The landlord also notes that a planned increase in late 2024 was deferred at the tenant's request.

22. In relation to repairs and property condition, the landlord's case is that all defects reported during the tenancy have either been repaired, investigated, or are in the process of being addressed. The landlord says that the majority of the concerns relied upon by the tenant were not reported until November 2025, shortly after notification of the proposed rent increase. The landlord and managing agent both state that annual inspections had been carried out and that no significant concerns had been raised during previous inspections, including the inspection of March 2025. The landlord highlights that the tenant herself stated she had attempted to manage issues without reporting them because she was concerned that further works might result in a rent increase.

23. The landlord accepts that an initial section 13 notice proposing an increase from January 2026 contained an administrative error because it did not comply with the 52-week rule following the previous increase in February 2025. However, the landlord says that the notice was withdrawn, no increase took effect under it, and a fresh notice was subsequently served on 23 March 2026 proposing an increase from 25 June 2026.

24. The landlord disputes the tenant's allegation of longstanding unresolved damp and mould. Evidence is provided of damp remedial works undertaken in 2021 and 2024 to chimney breast walls, together with a further damp assessment carried out on 2 July 2026. The damp survey concluded that there was no evidence of rising damp, penetrating damp, or any requirement for further damp-proofing works. The surveyor attributed mould behind the kitchen units to condensation caused by restricted airflow behind fitted units, the cold surface of an external solid-brick wall, and moisture generated through normal occupation. The surveyor concluded that the mould was condensation-related rather than caused by structural damp.

25. The landlord similarly disputes the tenant's description of external "mould" on the front bay window wall. Contractors considered the green growth to be moss or algae on the external surface of the wall rather than evidence of internal

dampness. The landlord explains that the wall was cleaned, subsequently inspected by several contractors, and that differing professional opinions were obtained regarding whether repointing was required. The landlord states that further works are being progressed in response to those recommendations.

26. As to the alleged draughts and heating issues, the landlord maintains that concerns relating to window seals, the bay windows and the rear garden door were identified during the January 2026 inspection and authorised for repair. The landlord explains that there were delays arising from contractor availability, specialist investigations and difficulties arranging access, but says that the required window works were eventually completed in August 2026. The landlord further states that the bathroom already benefits from a functioning heated towel rail and questions whether the installation of a second heater is necessary, although that request remains under consideration.

27. The landlord emphasises a consistent willingness to undertake repairs throughout the tenancy. Evidence is provided of numerous maintenance works and contractor visits dating from 2021 onwards, including damp treatment, boiler servicing, plumbing repairs, chimney works, fencing repairs, door replacement, leak repairs, gutter cleaning and other remedial works. The landlord asserts that no reported repair request has ever been refused and that issues have been addressed in accordance with advice from contractors and specialists.

28. Finally, the landlord submits that the tenant's opposition to the rent increase is primarily driven by affordability rather than market value. The landlord relies on correspondence from the managing agent indicating that the tenant was unable to agree not only to the proposed rent of £975, but also to reduced figures of £925, £900 and £875 per month because of her financial circumstances as a single parent. The landlord therefore argues that the dispute is fundamentally about the tenant's ability to pay rather than whether £975 represents the market rent for the property.

29. Although the Landlord referred to comparables in their MR2 from Rightmove and Zoopla they did not provide any evidence to support this just simply provided a list of properties, the first part of the postcode, no of beds and rent advertised. As the tribunal has no evidence as to whether these properties are actually comparable to the subject Property then this evidence has been given little weight.

Determination and Valuation

30. The Tribunal is required to determine the rent at which the Property might reasonably be expected to be let on the open market pursuant to section 14 of the

Housing Act 1988. The relevant valuation date is 25 June 2026, being the date on which the proposed new rent was due to take effect under the notice.

31. The Tribunal has considered all of the evidence before it, including matters not specifically referred to in these reasons, and has given such weight to that evidence as it considers appropriate. In determining the market rent, the Tribunal has had regard to its own specialist knowledge and experience of rental values in Leicester together with the documentary evidence provided by the parties. The Tribunal has also considered the Tenant's evidence concerning the condition of the Property, the Landlord's response to those allegations, the photographs provided by both parties and the supplementary evidence submitted following the Tribunal's case management directions.

32. Both parties referred to comparable properties in support of their respective positions. However, neither party provided meaningful comparable evidence capable of detailed analysis by the Tribunal. The Tenant referred to a number of online advertisements but did not provide the underlying particulars. The Landlord similarly referred to a schedule of comparable properties but produced only limited details concerning those properties. The Tribunal was therefore unable fully to assess the size, condition, specification and location of those properties or determine the extent to which they were genuinely comparable with the subject Property. The Tribunal therefore treats the parties' comparable evidence as providing only a broad indication of prevailing market conditions and places primary reliance upon its own expert knowledge and experience of rental values in the locality.

33. The Tenant contends that the Property has suffered from damp, mould, cold draughts, poor insulation and delayed repairs. The Landlord disputes the extent of those allegations and relies upon inspection reports, repair records and a specialist damp assessment undertaken on 2 July 2026. Although the damp assessment post-dates the valuation date of 25 June 2026, the Tribunal considers it relevant insofar as it provides evidence of the condition of the Property at or around the valuation date. The Tribunal also notes evidence of repair works undertaken after 25 June 2026. Those works have not been taken into account as improving the condition of the Property for valuation purposes but have been considered only to the extent that they assist the Tribunal in determining the nature and extent of the issues which existed at the valuation date.

34. The Tribunal notes that the damp assessment found no evidence of rising damp, penetrating damp or any requirement for further damp-proofing works. The assessor concluded that mould observed behind the kitchen units was consistent with condensation arising from restricted air circulation behind fitted units, the cold nature of the external wall and moisture generated through normal occupation rather than any structural damp defect.

35. The Tribunal nevertheless accepts that, as at the valuation date, elements of the Property were in a condition below that of a fully modernised and well-maintained rental property. The contemporaneous correspondence between the parties demonstrates that concerns had been raised regarding window draughts, decoration following damp remedial works, mould growth, the garden door and various other maintenance items. The Tribunal also notes that several works remained outstanding or under investigation at the valuation date. Whilst the Tribunal does not accept that the evidence establishes significant structural damp or major disrepair, it is satisfied that the Property's condition would have had some adverse effect upon its open market rental value.

36. Relying upon its own expert knowledge of rental values within Aylestone and the surrounding Leicester market, together with the limited rental evidence provided by the parties, the Tribunal considers that a two-bedroom terraced house of this type, if presented in a good state of repair and modernised condition, would be likely to achieve a rent in the order of £975 per calendar month on the open market. The Tribunal has had regard to the Property's location within a popular residential area, its proximity to local amenities and transport links, the benefit of central heating and double glazing and the accommodation provided.

37. However, having regard to the condition of the Property at the valuation date, including the unresolved condensation and mould issues, evidence of cold draughts, outstanding maintenance matters and the generally less than fully modernised condition of certain elements of the Property, the Tribunal considers that a modest adjustment from the modernised market rent is appropriate.

38. The Tribunal notes that the Tenant contended for a market rent of £875 per calendar month whilst the Landlord proposed a rent of £975 per calendar month. The Tribunal does not accept either figure. The Tenant's proposed figure does not adequately reflect prevailing market rents for comparable two-bedroom houses within the locality. Conversely, the Landlord's proposed figure does not adequately reflect the Property's condition at the valuation date. Having regard to all of the evidence, the Tribunal considers that a reduction of £50 per calendar month from the rent achievable by a fully modernised property is appropriate. The Tribunal therefore determines that the market rent of the Property at the valuation date was £925 per calendar month.

39. Accordingly, pursuant to section 14 of the Housing Act 1988, the Tribunal determines the market rent for the Property to be £925 per calendar month.

Market rent	£925 pcm

Undue hardship

40. 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.

41. The Tribunal accepts that any increase in rent is likely to have some impact upon a tenant's financial circumstances. However, a finding of undue hardship requires evidence enabling the Tribunal to assess the nature and extent of that hardship

42. The Tenant states that she is a single parent and that any increase in rent would place pressure on her household finances. Whilst the Tribunal accepts those concerns are genuinely held, no documentary evidence has been provided concerning income, expenditure, benefits, savings, liabilities or other financial commitments. The Tribunal is therefore unable to assess the extent of any hardship said to arise.

43. In those circumstances, the Tribunal is not satisfied that implementation of the rent determined by the Tribunal from the date specified in the notice would cause undue hardship and therefore declines to postpone the effective date of the new rent.

Decision

44. Therefore, the Tribunal determines the market rent at £925 per calendar month with effect from 25 June 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.