	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/00GF/MRA/2026/0039**
Property	**62 Wayfaring Crescent, Dothill, Telford, TF1 3FG**
Tenant	**Rachel Gregg**
Tenant's Representative	**N/A**
Landlord	**SHR Telford Opco**
Landlord's Address	**c/o Allsop Letting & Management Limited, Platform, New Station Street, Leeds, LS1 4JB**
Landlord's Representative	**Allsop Letting & Management Limited**
Date of Application	**16 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge L White** **Valuer Member A P Churchill BSc, MRICS**
Date of Decision	**19 October 2026**
Rent Determined	**£1,050.00 per month**
Date the new rent takes effect	**22 November 2026**

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REASONS FOR THE DECISION

Background

1. On 21 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,150.00 per calendar month week in place of the existing rent stated in the notice to be £1050.00 per calendar month to take effect from 22 July 2026.

2. On 16 July 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 Parties stated the tenancy commenced 22 July 2025. Rent is payable monthly on the 22nd of each month.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

Service Charges or furniture provided by Landlord (other than carpets and curtains and white goods specified below) and the costs relating to the same.

5. The Tenant contends that £40 pcm of the rent relates to estate maintenance. The Landlord's Form 4A identifies no fixed service charge.

6. The Property was let unfurnished bar integrated appliance in the kitchen including an integrated oven, hob, dishwasher, washer-dryer and fridge-freezer.

Liability for Council Tax

7. 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.

8. None

Hearing

9. 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

10. The Property is a modern two-storey, two-bedroom terraced house. On ground floor it comprises entrance hall, open-plan kitchen/dining area, separate reception/living room and cloakroom/WC. The first floor contains two bedrooms and a bathroom. There is a rear garden, shed and driveway with parking for two cars.

11. The Property is heated by an air-source heat pump. The Property benefits from double glazing.

12. The Property is on a modern residential development which is located approximately one mile from Wellington town centre and rail station.

Evidence

13. The parties completed the relevant MR1 (Tenant) and MR2 (Landlord's Reply) and MR3 (Tenant's Reply).

<u>The Tenant</u>

14. The Tenant contends that the proposed rent of £1,150 per month exceeds the open market rent of the property. In her application she stated that the existing rent of £1,050 per month was, in her view, fair, although she would be prepared to accept an increase to approximately £1,075 per month. In her later MR3 and supporting evidence, her position was more firmly that the evidence demonstrated a market rent of approximately £1,050 per month.

15. The Tenant accepts that the subject property forms part of a modern development and may command some premium over older properties elsewhere in Telford. She does not dispute the principle of an annual rent increase. Her case is that the evidence does not establish that the appropriate premium produces a market rent of £1,150 per month for this particular property, which is the smaller two-bedroom "Keats" house type at Assembly Park.

16. The Tenant's principal challenge concerns the Landlord's reliance upon recent lettings of other properties on the development at headline rents of around £1,150 per month. She says those figures do not accurately represent the effective

rents at which new Tenants are being attracted because substantial incentives have been offered, including rent credits, rent-free periods and moving incentives.

17. In particular, the Tenant gives examples of two-bedroom properties advertised at £1,150 per month with a £1,200 rent credit. She calculates that, over a 12-month tenancy, this produces an effective cost of £1,050 per month. In a later update she refers to the same house type being advertised at £1,145 per month, accompanied by a £1,000 rent credit and £250 moving voucher, which she calculates produces an effective first-year cost of approximately £1,040 per month.

18. The Tenant therefore submits that the fact that a tenancy agreement records a headline rent at or near £1,150 does not by itself establish that £1,150 represents the rent which the market is prepared to bear where the Landlord has found it necessary to offer a substantial financial incentive to secure the letting. She says that the incentives should therefore be taken into account when assessing the weight to be given to the Landlord's Assembly Park comparables.

19. The Tenant also relies upon the relative rents of other house types at Assembly Park. She says that larger two-bedroom and three-bedroom properties have, after taking incentives into account, been available at an effective rent close to or below the £1,150 proposed for her smaller Keats property. She refers, amongst other things, to a larger three-bedroom Dickens property which she calculates at approximately £1,155 per month after the relevant incentive, and a larger two-bedroom property which she calculates at an average £1,095 per month after taking account of the incentives offered.

20. The Tenant also points to material stating that the average passing rent across 37 Tenanted Keats properties was £1,120.54 per month, and submits that the Landlord has not adequately explained why the subject property's proposed rent should exceed that average.

21. The Tenant has undertaken searches of the local market and supplied a substantial number of Rightmove listings and screenshots. Her evidence is that comparable two-bedroom houses in the surrounding area are generally available at significantly below £1,150 per month. She initially identified comparable properties which she says were generally marketed between approximately £895 and £1,050 per month.

22. She also identifies what she regards as particularly relevant comparables from other modern “build-to-let” developments in the locality, saying that similar or larger two-bedroom new-build accommodation was being offered at approximately £925 to £1,035 per month. She accepts that build-to-let

properties may command some premium over conventional older housing but submits that these examples do not support the level sought by the Landlord.

23. She further relies upon a local estate-agent comparison exercise which she says identified seven two-bedroom properties at rents ranging from £750 to £895 per month. She also carried out a Rightmove search for two-bedroom houses within approximately five miles and says that, at £1,100 to £1,200 per month, the only two-bedroom properties appearing were those marketed at Assembly Park. Her evidence is that properties at approximately £1,150 per month elsewhere in the locality tended instead to comprise larger properties with three or more bedrooms.

24. The Tenant criticises some of the Landlord's external evidence as being insufficiently comparable by reason of location, type and specification. In her earlier evidence she particularly criticised properties identified in places including Shrewsbury, Weston-under-Lizard, Lilleshall and Newport. In response to the Landlord's later evidence she says that one external example appeared to be associated with a rent-to-buy arrangement, whilst another was a larger cottage/barn-type property in a countryside setting and included utilities. She accordingly submits that limited weight should be attached to those properties.

25. The Tenant also relies upon the condition of the development. In particular, she says that the estate roads have remained unfinished for a prolonged period, that access to her property and driveway has at times been affected, and that the state of the roads has resulted in repeated tyre damage and expense. She also complains of deficiencies in landscaping and estate maintenance and difficulties communicating with the managing agents.

26. The Tenant says that £40 per month of her rent is attributable to estate maintenance, but contends that the expected level of estate maintenance has not been provided. She submits that those matters affect the desirability of the tenancy and are relevant particularly insofar as the Landlord contends that Assembly Park justifies a premium over the surrounding rental market.

27. Taking those matters together, the Tenant's ultimate position is that the evidence does not support a market rent of £1,150 per month. While her original application indicated that she would accept approximately £1,075 per month, her subsequent evidence contends that, once the incentives being offered for comparable Assembly Park accommodation are properly reflected, the evidence supports a figure of approximately £1,050 per month, being the existing rent.

<u>The Landlord</u>

28. The Landlord maintains that the appropriate market rent is £1,150 per month, being the amount proposed in the statutory notice. It does not accept the Tenant's proposed rent.

29. The Landlord places particular reliance upon lettings and renewals of the same Keats house type at Assembly Park. In its MR2 it states that 11 lease renewals since May 2026 for Keats properties on Wayfaring Crescent had been achieved at £1,150 per month, four of which had been completed before 1 May 2026.

30. The Landlord also specifically identifies the following lettings of the same Keats house type:

Date	Location	Rent
10 April 2026	Wayfaring Crescent, TF1 3FG	**£1,150 pcm**
1 May 2026	Wayfaring Crescent, TF1 3FG	**£1,150 pcm**
1 May 2026	Wayfaring Crescent, TF1 3FG	**£1,150 pcm**
8 May 2026	Scots Pine Avenue, TF1 3FL	**£1,150 pcm**
15 July 2026	Wayfaring Crescent, TF1 3FF	**£1,150 pcm**

31. The Landlord relies upon these as evidence from the same development and, importantly, the same house type as the subject property.

32. In earlier correspondence, the managing agent had similarly told the Tenant that the most recent four Keats units had let at £1,150 per month, that a further two units were under offer at £1,150 and that two vacant units were being marketed at the same figure. On that basis the Landlord maintains that £1,150 reflects the current rent being achieved for the Keats house type rather than merely an assumed or aspirational figure.

33. The Landlord expressly disputes the Tenant's approach to introductory incentives. Its position in the MR2 is that rent incentives are offered to first-time renters only and should not be taken into consideration for the determination of market rent. It therefore relies upon the contractual or headline rents rather than the Tenant's calculation of an amortised first-year “effective rent”.

34. There is therefore a direct difference between the parties as to the treatment of this evidence. The Landlord relies on £1,150 as the rent at which the relevant tenancies were agreed, whereas the Tenant says the Tribunal should consider the economic effect of any associated incentive when determining what those transactions demonstrate about rental value.

35. The Landlord also produced a Rightmove “Best Price Guide” based upon properties marketed within three miles of TF1 3FG between 1 January and 6 August 2026. The evidence includes:

Property/location	Description	Rent
Wayfaring Crescent, Assembly Park	2-bed semi-detached	**£1,150 pcm**
Wayfaring Crescent, Assembly Park	2-bed semi-detached	**£1,150 pcm**
Wayfaring Crescent, Assembly Park	2-bed semi-detached	**£1,175 pcm**
Wayfaring Crescent, Assembly Park	2-bed semi-detached	**£1,175 pcm**
Wayfaring Crescent, Assembly Park	2-bed semi-detached	**£1,195 pcm**
Lloyd Close, Telford TF3	2-bed property	**£1,250 pcm**
Coach House Cottage, Wellington TF6	2-bed cottage	**£1,250 pcm**

36. The report identifies some of the properties as no longer advertised rather than recording a proved letting at the advertised figure, and the Tenant disputes the comparability of the two external examples.

37. The Landlord's Assembly Park comparables are described as modern, energy-efficient homes with features including Wi-Fi, smart technology, pet-friendly provision and air-source heat pumps. Those characteristics are relied upon as distinguishing the development from more general two-bedroom stock available in the wider Telford market.

38. The Landlord acknowledges that there have been delays in completing the roads but says that responsibility for the works rests with the developer, Vistry, and that rectification works were required before the roads could be adopted by the local authority. It states that steps had been taken to mitigate raised kerbs and ironworks and, in its August submission, anticipated completion of the final works during that month. It also indicated that it would consider properly evidenced claims for vehicle damage.

39. So far as the subject dwelling itself is concerned, the Landlord's evidence was that the only maintenance issue notified at that stage concerned the upstairs bathroom extractor fan, reported on 21 July 2026, and that no other maintenance issues concerning the dwelling had been brought to its attention.

40. The Landlord accordingly maintains that the subject property should be valued as a modern Keats-type house within Assembly Park and that the best evidence of its market rent is provided by other Keats properties on the same development rather than by materially different two-bedroom accommodation elsewhere. Its position is that those same-type transactions demonstrate a market rent of £1,150 per month.

Determination and Valuation

41. The Tribunal has considered all of the evidence submitted by the parties, together with the nature, location, size, condition and amenities of the subject property.

In determining the market rent, the Tribunal considers that the most persuasive comparable evidence is that relating to properties of the same Keats house type at Assembly Park. Those properties provide the closest comparison with the subject property in terms of their location, age, size, design, specification and amenities.

42. The Landlord relies upon a number of lettings and renewals of Keats properties at a stated rent of £1,150 per month. The Tribunal attaches significant weight to that evidence because it relates to the same property type on the same development. The Tribunal considers it to be more persuasive than the parties' evidence concerning properties elsewhere in the wider Telford area, where differences in location, age, specification and character make direct comparison more difficult.

43. The Tribunal has, however, also taken account of the Tenant's evidence that financial incentives have been offered to secure new lettings at Assembly Park. Those incentives have included rent credits and other financial concessions. The Landlord submits that such incentives are offered to first-time renters and should not be taken into account when assessing market rent. The Tribunal does not accept that they should be disregarded.

44. In the Tribunal's view, where a financial incentive is offered in connection with the letting of a comparable property, it is relevant to consider the economic effect of that incentive when assessing what the transaction demonstrates about market rental value. Although the contractual or headline rent remains relevant evidence, the incentive represents a benefit provided to the incoming tenant which reduces the effective sum paid for occupation during the period to which the incentive relates. The Tribunal has therefore considered the Landlord's same-property-type comparables taking account of the incentives associated with those lettings.

45. In particular, the Tenant identified an example of a Keats property offered at £1,150 per month together with a £1,200 rent credit. When that credit is spread over the first year of the tenancy, the effective rent is £1,050 per month. The Tribunal considers that this is particularly useful evidence because it relates to the same house type and the same development as the subject property.

46. The Tribunal has also considered the evidence concerning larger two-bedroom properties on the development. After taking account of the incentives offered with those properties, the evidence indicates an average effective monthly rent of approximately £1,095. The Tribunal considers that evidence provides a useful cross-check. The subject property is the smaller Keats two-bedroom house type. Having regard to that difference, the effective rents demonstrated by the incentive-adjusted evidence, and applying its own knowledge and experience as

an expert Tribunal, the Tribunal considers that £1,050 per calendar month represents the appropriate market rent for the subject property.

47. The Tribunal has considered the Tenant's evidence regarding the unfinished roads and associated disruption at the development. The Tribunal accepts that the condition of the roads has caused inconvenience and disruption. However, the Tribunal is not satisfied that this has been shown to have a material effect upon the market rental value of the subject property. Properties on the development have continued to be marketed and let notwithstanding the condition of the roads. The Tribunal therefore makes no separate deduction from the market rent on that account.

48. Standing back and considering the evidence as a whole, the Tribunal places greatest weight upon the evidence of lettings of the same property type on the same development. It considers it appropriate, however, to reflect the financial incentives associated with those transactions rather than relying solely upon the stated headline rents. The evidence concerning the effective rents of those properties, considered alongside the rents of larger two-bedroom properties on the development and the Tribunal's own knowledge and experience, satisfies the Tribunal that the rent at which the subject property might reasonably be expected to be let in the open market is £1,050 per calendar month.

49. Accordingly, pursuant to section 14 of the Housing Act 1988, the Tribunal determines that the rent payable for the property is £1,050.00 per calendar month.

Open-Market Rent **£1,050.00 per month**

Decision

50. Pursuant to section 14 of the Housing Act 1988, the Tribunal determines the market rent for the Property to be £1,050.00 per month with effect from 22 November 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 (rule 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.