	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/00GL/MRA/2026/0060
Property	Flat 2, 33 High Street, Tunstall, Stoke-on-Trent ST6 5TD
Tenant	Johnathan Westcott
Tenant's Representative	N/A
Landlord	Erkan Centinas
Landlord's Address	868 High Street, Stoke-on-Trent ST6 5QJ
Landlord's Representative	
Date of Application	30 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	£550.00 per month
Date the new rent takes effect	01 November 2026

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REASONS FOR THE DECISION

Background

1. On 1 June 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £600.00 per calendar month in place of the existing rent stated in the notice to be £520.00 per calendar month to take effect from 1 August 2026.

2. On 30 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 date on the tenancy agreement states the tenancy commenced 10 April 2012.

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. No service charges were identified as part of or separately from the rent.

6. The Property was let unfurnished.

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 two-bedroom flat located on the second floor of the building. It comprises two bedrooms, a hallway, living area with shower room off it and a galley kitchen.

11. The Property has gas central heating and is double glazed.

12. The Property is centrally located within the market town of Tunstall.

Evidence

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

The Tenant

14. The Tenant contends that the proposed rent of £600 per month is above the market rent for the Property, having regard in particular to its condition. In support of his position, the Tenant relies upon a "Rent Checker" estimate produced by OnTheMarket, which gives an estimated monthly rental value of £268 at the lower end, £396 as the best estimate and £503 at the higher end. The Tenant has not provided any other comparable rental evidence.

15. The Tenant disputes the comparability of the properties relied upon by the Landlord. He states that the Landlord's comparables are flats in the local area which have undergone extensive refurbishment and modernisation and are positioned at the higher end of the rental market. The Tenant submits that those properties are therefore not directly comparable with the Property in its present condition.

16. The Tenant also relies upon the condition of the Property. He states that there has been a longstanding problem of water ingress around the living-room window whenever it rains, resulting in damage to the plaster and damp. In his MR3 response he states that the problem has persisted despite having been reported to the Landlord on numerous occasions and that there is damp and mould affecting the bedroom, kitchen and living area. He supplied photographs in support of his account of the condition of the Property. He further states that,

during his tenancy, no significant works have been carried out by the Landlord to improve or modernise the Property, although the Tenant himself has decorated the Property throughout. The Tenant relies upon those matters as relevant to the rental value of the Property and as further distinguishing it from the refurbished properties relied upon by the Landlord.

17. The Tenant additionally states that the rent has been increased by £80 per month on a consistent basis in recent years despite no significant works having been undertaken to improve or enhance the Property.

The Landlord

18. The Landlord contends that the proposed rent of £600 per month reflects the market rent for the Property. In support of that position, the Landlord relies upon a number of examples of rental accommodation being advertised in the local market.

19. The Landlord's evidence includes a screenshot from social media showing an individual seeking accommodation with a budget of £450 per month. The Landlord also relies upon a number of properties advertised on Rightmove, upon which he has provided his own commentary. Those properties include a studio flat with one bathroom advertised at £550 per month, a one-bedroom flat with one bathroom advertised at £650 per month, a two-bedroom flat at Palace Court advertised at £800 per month, and a two-bedroom flat at Bank Chambers, High Street, advertised at £725 per month.

20. In response to the Tenant's evidence concerning the condition of the Property and, in particular, the water ingress, the Landlord states that he has taken steps to try to resolve the problem with the roof. He states that he has paid £2,500 to two different builders, but that those attempts have not resolved the problem. The Landlord states that he has since been in contact with another roofer with a view to resolving the issue. In support of his account, the Landlord has provided screenshots of text-message exchanges concerning the Property and the roof.

Determination and Valuation

21. The Tribunal has considered the evidence submitted by both parties as to the appropriate market rent. The Tenant relies upon an OnTheMarket "Rent Checker" estimate which gives a range of £268 to £503 per month, with a best estimate of £396 per month. The Tribunal does not regard the OnTheMarket "Rent Checker" estimate as evidence of comparable market lettings and therefore does not rely upon it in determining the market rent.

22. The Landlord relies upon a number of properties advertised for letting in the locality. The Tribunal considered that this evidence was of limited assistance. The material provided consisted principally of the front pages of property advertisements and did not contain sufficient particulars as to the accommodation, condition, facilities and other characteristics of the properties to enable the Tribunal to make a meaningful comparison with the subject Property. Furthermore, the figures relied upon were asking rents rather than evidence of rents actually achieved. The Tribunal therefore placed little weight upon the Landlord's comparable evidence.

23. In the absence of satisfactory comparable evidence from either party, the Tribunal applied its own knowledge and experience as an expert Tribunal. Having regard to the location, nature, size and accommodation of the Property, and applying the statutory assumptions, the Tribunal determined that the market rent, before making any adjustment for the condition of the Property, was £625 per month.

24. The Tribunal then considered the evidence concerning the condition of the Property. The Tenant described a longstanding problem with water ingress through the roof, resulting in water entering the living room when it rains, plaster coming away from the wall and damp and mould. The Landlord's evidence confirmed that there has been a problem with the roof and that attempts have been made to remedy it. Having considered the evidence of both parties, the Tribunal finds that the water ingress is a longstanding problem which, at the date of its determination, remains unresolved.

25. The Tribunal considers that the unresolved water ingress and its consequences would materially affect the amount that a prospective tenant would be prepared to pay for the Property in the open market. Applying its knowledge and experience, the Tribunal considers that an adjustment of £75 per month is appropriate to reflect the condition of the Property.

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

    (a) Leaking roof

    The full valuation is shown below:

Starting Rent	£625.00 per month
Less	
(a) Items given under a) above	£75.00

Open-Market Rent	£550.00 per month

27. Accordingly, pursuant to section 14 of the Housing Act 1988, the Tribunal determines that the rent payable for the property is £550.00 per calendar month.

Undue hardship

28. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.

29. The Tenant has asked the Tribunal to fix a later starting date in this case. that the proposed increase in rent would cause undue hardship. The Tenant states that he is retired and receives Housing Benefit. He says that he presently has to meet a shortfall of £72 per month between his Housing Benefit and the rent and that, if the proposed increase took effect, that shortfall would increase to approximately £150 per month, unless his Housing Benefit entitlement increased. The Tenant has not provided any documentary financial evidence in support of his application for the effective date of the rent to be postponed on grounds of undue hardship.

30. The Landlord states he was unaware of the Tenant's financial situation but highlights the Tenant has not provided any evidence to support his position that he will suffer hardship.

31. The burden is upon the Tenant to satisfy the Tribunal that requiring the determined rent to take effect from the relevant date would cause undue hardship.

32. Whilst the Tribunal has taken account of the Tenant's stated financial circumstances, no supporting evidence has been provided as to his income, expenditure, savings or other financial circumstances. The burden is upon the Tenant to satisfy the Tribunal that the statutory test of undue hardship is met.

33. No documentary evidence has been provided in support of the Tenant's assertion of undue hardship. In particular, the Tribunal has not been provided with evidence of the Tenants' income, expenditure, savings, liabilities or other financial circumstances from which it could properly assess the effect of the increased rent.

34. The Tribunal accepts that an increase in rent may place an additional financial burden upon a tenant. However, financial difficulty or an assertion that the increased rent would be unaffordable is not, without supporting evidence, sufficient to establish undue hardship. The Tribunal must be satisfied on the evidence before it that the statutory test is met.

35. In the absence of supporting financial evidence, the Tribunal is not satisfied that the Tenant has discharged the burden of establishing that undue hardship would be caused by the new rent taking effect from the relevant date and declines to fix a later date pursuant to section 14(7) of the Housing Act 1988.

Decision

36. Pursuant to section 14 of the Housing Act 1988, the Tribunal determines the market rent for the Property to be £550.00 per month week with effect from 1 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.