	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/31UJ/MRA/2026/0041
Property	8 Albion Street, Oadby, Leicester, LE2 5DA
Tenant	Akhtar Miah
Tenant's Representative	N/A
Landlord	Harshna Patel
Landlord's Address	C/o. 163 Clarendon Park Road, Leicester, LE2 3AJ
Landlord's Representative	First 4 Lettings
Date of Application	20 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	£900.00 per month
Date the new rent takes effect	21 November 2026

© CROWN COPYRIGHT

REASONS FOR THE DECISION

Background

1. On 20 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £925.00 per calendar month in place of the existing rent stated in the notice to be £875.00 per calendar month to take effect from 21 July 2026.

2. On 20 July 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.

3. The Parties stated the tenancy commenced 21 January 2022. Rent is payable monthly on the 21st 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. 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 terraced house comprising a living room, reception room and kitchen on the ground floor, two bedrooms and a bathroom on the first floor, together with a converted loft room which is presently used as a bedroom. There is a rear garden.

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

12. The Property is centrally located in Oadby providing pedestrian access to supermarkets, pharmacies, and healthcare facilities, alongside regular transport links into Leicester City Centre.

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 market rent should be £900 per calendar month. Following the Landlord's proposal to increase the rent from £875 to £925 per month, the Tenant counter-proposed £900 per month. The Tenant considered that figure to be more consistent with the then rate of inflation, and also contended that it appropriately reflected the condition of the Property.

15. In particular, the Tenant says that the Property suffers from structural defects or subsidence. The Tenant relies upon cracking to various parts of the Property, a slope to the upstairs front bedroom and deterioration of part of the front boundary wall. The Tenant says that the cracking has increased since the commencement of the tenancy and that the condition of the Property has previously been drawn to the attention of the Landlord's agent. Photographs have been supplied in support, including photographs in which a spirit level is used to demonstrate the alleged slope of the floor.

16. The Tenant states that the Property should be compared to other two bedroomed properties, not three bedroomed properties. The Tenant states that although the loft conversion is being utilised as a third bedroom it is not listed as a bedroom.

The Landlord

17. The Landlord maintains that the appropriate market rent is £925 per calendar month, as proposed in the notice. The Landlord's agent, First 4 Lettings, maintains that the proposed figure is in line with market rents for similar properties in the area.

18. The Landlord also referred to the rent review provisions in the tenancy agreement. The Landlord's position is that the tenancy provides for rent increases by reference to the Consumer Prices Index (CPI) and relies upon that provision in explaining the basis upon which increases in the contractual rent have been approached. The Landlord maintains that the proposed rent of £925 per calendar month is justified, both having regard to the rent review provisions of the tenancy and to the level of rents for comparable properties in the locality.

19. The Landlord further disputes the Tenant's description of the Property as comprising only two bedrooms with a loft conversion which is not a bedroom. The Landlord's position is that the Property should properly be regarded as a three-bedroom property, the third bedroom being the converted loft space. The Landlord therefore considers three-bedroom properties to be appropriate comparables when assessing the market rent.

20. In support of the proposed rent, the Landlord relied upon particulars for three properties offered for letting in the locality. The first, in Sandhurst Street, was a two-bedroom mid-terraced property with a bathroom, advertised at £1,000 per calendar month. The second, in Regent Street, was also a two-bedroom mid-terraced property with a bathroom, advertised at £1,200 per calendar month. The third, in Queen Street, was a three-bedroom semi-detached property, advertised at £1,300 per calendar month.

21. The Landlord relied upon those properties as evidence that the proposed rent of £925 per calendar month was consistent with, and indeed below, asking rents for other properties in the locality. The Landlord's position was also that the subject Property should be regarded as providing three-bedroom accommodation, including the converted loft space, and that this should be taken into account when considering the comparable evidence.

Determination and Valuation

22. The Tribunal considered the parties' evidence as to the market rent, including the comparable properties relied upon by the Landlord and the Tenant's evidence concerning the accommodation and condition of the Property. The Tribunal did

not consider that any of the comparables provided a direct comparison with the subject Property.

23. The Tribunal has considered the Landlord's reliance upon the rent review provision in the tenancy agreement and its reference to CPI. The Tribunal's task under section 14 of the Housing Act 1988 is, however, to determine the rent at which the Property might reasonably be expected to be let in the open market on the statutory assumptions. The contractual rent review mechanism does not therefore determine the market rent for the purposes of this reference.

24. The Landlord relied upon two-bedroom mid-terraced properties in Sandhurst Street and Regent Street, marketed at £1,000 and £1,200 per calendar month respectively, and a three-bedroom semi-detached property in Queen Street marketed at £1,300 per calendar month. The Tribunal considered that the Queen Street property was not sufficiently comparable with the subject Property. In addition to being semi-detached, it had a garage and both front and rear gardens. The other two properties provided only two-bedroom accommodation and therefore also differed materially from the accommodation available at the subject Property.

25. In considering the extent of the accommodation, the Tribunal took account of the loft conversion. Although the Tenant did not regard the loft as a third bedroom, the evidence showed that it is a usable room and is in fact used as a bedroom. Further, the inventory prepared at the commencement of the tenancy identified the loft room as a third bedroom. The Tribunal therefore considered that the loft formed part of the usable accommodation and was a relevant consideration when assessing the Property against the comparable evidence. That did not, however, make the Property directly comparable with the three-bedroom semi-detached property in Queen Street, given the material differences between the two properties.

26. In the absence of a sufficiently close comparable, the Tribunal used the comparable evidence as a broad indication of rental levels rather than as a direct basis for its valuation. Drawing upon its own knowledge and experience as an expert Tribunal, and having regard to the location, type, size and accommodation of the Property, the Tribunal determines that, if the Property were in good condition, the appropriate open-market rent would be £1,000 per calendar month.

27. The Tribunal then considered the condition of the Property. The Tenant's evidence identified, amongst other matters, cracking at the Property. The Tribunal noted that cracking was recorded in the inspection report from 2022 and remained apparent in the inspection evidence from 2025. The Tribunal was therefore satisfied that the cracking was not merely a recent or isolated matter

but represented an ongoing condition issue which had not been remedied during that period. The Tribunal considered that a prospective Tenant, negotiating in the open market, would take the continuing disrepair into account and would not be prepared to pay the same rent as for an equivalent property in good condition.

28. The Tribunal considers that the nature and persistence of the cracking would be apparent to a prospective tenant and would adversely affect the rent which such a tenant would reasonably be prepared to pay. Applying its expertise and experience, the Tribunal considers £100 per month to represent an appropriate allowance for that difference in condition. The Tribunal therefore deducts £100 from the £1,000 per calendar month which it considers the Property would command if in good condition.

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

(a) Ongoing cracking evidence in inspection reports

The full valuation is shown below:

Starting Rent	£1000.00 per month
Less	
(a) Items given under a) above	£100.00
Open-Market Rent	£900.00 per month

30. Accordingly, pursuant to section 14 of the Housing Act 1988, the Tribunal determines that the rent payable for the property is £900.00 per calendar month.

Decision

31. Pursuant to section 14 of the Housing Act 1988, the Tribunal determines the market rent for the Property to be £900.00 per month with effect from 21 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.