	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**MAN/OOFF/MRA/2026/0092**
Property	**Apartment 28, Venice House, Eboracum Way, York YO31 7SR**
Tenant	**Mohamad Kajouj**
Tenant's Representative	
Landlord	**Timothy Parry**
Landlord's Address	**9 Bossall, York, YO60 7NT**
Landlord's Representative	**Hunters Lettings, York**
Date of Application	**27 July 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Tribunal Judge A Davies** **Tribunal Member A Hossain MRICS**
Date of Decision	**5 October 2026**
Rent Determined	**£1100 per calendar month**
Date the new rent takes effect	**28 October 2026**

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REASONS FOR THE DECISION

Background

1. On 26 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1200 per calendar month (pcm) in place of the existing rent of £995 pcm to take effect from 28 July 2026.

2. On 27 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 assured tenancy commenced on 28 February 2019. The rental period is a calendar month.

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, curtains and white goods specified below) and the costs relating to the same.

5. None

Liability for Council Tax

6. The Tenants are 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. There were no terms relevant to the level of rent. The Property is served by a Management Company and the failure of the intercom is therefore outside the Landlord's control.

Inspection and hearing

8. Neither party requested an inspection or hearing and the rent was determined on the basis of the papers.

The Property

9. The Property is an unfurnished two bedroomed flat on the third floor in a purpose built block. There is a bathroom and an ensuite shower room. The Property has single glazed windows. Heating is by electric heaters.

10. White goods were provided by the Landlord. The Tenant says old carpets were provided. The kitchen is within the living room.

Evidence

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

The Tenant.

12. The Tenant made the following comments:

> Window cleaning has not been carried out since the start of the tenancy. The intercom does not work. No repairs have been carried out since 2019.
> I do not have a heater in the bathroom. The door handles have not been repaired.
>
> I consider the market rent is £995 pcm. An apartment exactly the same in Venice House was advertised on 2 February 2026 at £1100. That apartment has better flooring and looks from the photographs to have been renovated. It remains unlet.
>
> A two bedroomed flat with 2 bathrooms in Venice House was recently to let for £1100 asking rent. I believe that it was renovated prior to letting.

The Landlord

13. The Landlord says –

> The rent includes £284.94 pcm that I pay in service charges for the upkeep of the building. The Property includes a parking space.
>
> I do not receive timely notices of disrepair or service charge issues from the Tenant. I have raised the intercom and window cleaning issues, having only heard about them in May 2026. I have now arranged for window cleaning to take place at the Property.
>
> There are electric panel heaters in all rooms and the hallway. It is double glazed throughout, having been built in 2009. The carpets may have been old but were in excellent condition.

Comparable rents are
An apartment advertised by Ashtons, directly below this apartment, let for £1200 pcm.
An apartment advertised by Hudson Moody (address not provided) has been let for £1400 pcm.

Determination and Valuation

14. The Tribunal did not receive a useable link to the Hudson Moody letting and no address was provided. The Landlord described the apartment let by Ashtons in Venice House as being similar but apparently not exactly the same as the Property. The Tribunal considers the Tenant's comparable to be more reliable as the apartment was the same as the Property and in the same building.

15. Relying on the information provided by the parties and its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject Property modernised and in tenantable repair would be in the region of £1100 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, floor coverings and curtains provided by the landlord.

16. From this level of rent, the Tribunal makes no adjustment as there do not appear to be any elements of disrepair which would impact on rent.

Market rent **£1100 pcm**

Rent payable **£1100 pcm**

Undue hardship

12. The new rent takes effect from the start of the next rental period following the date of the Tribunal's 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 the date on which the Tribunal makes its determination.

17. The Tenant has asked the Tribunal to set a later start date because he has family financial commitments which would be impacted by a rent increase. The Landlord says that the Tenant is a Senior Registrar at York District Hospital.

18. The Tribunal has no schedule of income and outgoings, and no evidence on which to base a finding of hardship.

Decision

Therefore, the Tribunal determines the market rent at £1100 per calendar month with effect from 28 October 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.