	**FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**CAM/00KC/MRA/2026/0043**
Property	**66 Harebell Gardens, Houghton Regis, Dunstable, LU5 6RR**
Tenant	**Jahanzeb Ashraf (1)** **Isma Jahanzeb (2)**
Tenant's Representative	**Jahanzeb Ashraf**
Landlord	**Sigma RRS Investments (Houghton Regis) Limited**
Landlord's Address	**Orion House, 5 Upper Street, Martin's Lane, London, WC2H 9EA**
Landlord's Representative	**Ascend Estates Ltd**
Date of Application	**24 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge D Brandler** **Patrick McGreal MRICS**
Date of Decision	**22 October 2026**
Rent Determined	**£1,970 per calendar month**

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Date the new rent takes effect	**17 November 2026**

REASONS FOR THE DECISION

Background

1. On 27 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,970 per calendar month (pcm) in place of the existing rent of £1,750 pcm to take effect from 17 August 2026.

2. On 24 July 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

3. The tenancy commenced on 17 August 2024 at a rent of £1,675. The rent was increased to £1,750 pcm on 17 August 2025. 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 Tenants are responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Hearing

7. 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

8. The Property is a four bedroom two-storey semi-detached house built within the past ten years forming part of an estate in the commuter town of Houghton Regis. The property benefits from the following:

   Property: Lounge kitchen/diner, four bedrooms, cloakroom two bathrooms (one ensuite) and cloakroom. Floor area 1,062 square feet. Furniture is not included. White goods are included in the tenancy.

   Outside: Garden, off street parking spaces and garage.

   The Property is situated in the commuter town of Houghton Regis with good access to the national road network via the North Dunstable bypass that leads to the M1. Houghton Regis does not have a railway station. The nearest is Luton Leagrave that is on the Thameslink line.

Evidence

9. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant

10. The Tenant made the following comments:

    a) Similar properties with two reception rooms in the locality let at £1,700 pcm
    b) The rooms in the property are very small.
    c) The tenancy was taken without viewing; a new home was expected instead the property had been resided in previously and the paintwork was poor and the bathroom unclean.
    d) The Landlord's agent is poor at attending to maintenance.
    e) The initial rent was £1,675 pcm. Last year it was agreed at £1,750 pcm. Now an increase to £1,970 pcm is proposed.
    f) On taking the tenancy the washing machine was defective and the tenants met the cost of a replacement.
    g) Information was stated concerning the tenants' personal circumstances.
    h) The tenant proposes a rent of £1,700 pcm

11. The Tenant provided the following comparables:

    a) Plough Close Luton. An end of terrace or semi-detached house of traditional brick and tile construction approximately sixty years old. Has four bedrooms, two bathrooms and a reception room. No details of

layout, floor area or photographs of rooms provided. Marketed at £1,700 pcm. Located approximately three miles away from the subject property.

b) Woodbridge Close Luton. An end of terrace or semi-detached house of traditional brick and tile construction approximately sixty years old. Has four bedrooms, two bathrooms, a reception room and a garage. No details of layout, floor area or photographs of rooms provided. Marketed at £1,675 pcm. Located over five miles away from subject property.

c) Dunraven Avenue Luton. A three-storey terraced house of traditional brick and tile construction approximately twenty years old. Has four bedrooms, but no other accommodation details stated. No details of layout, floor area or photographs of rooms provided. Marketed at £1,750 pcm. Located over six miles away from subject property.

d) The Cedars Dunstable. Appears to be a terraced house of traditional construction approximately fifty years old. Has five bedrooms and two bathrooms. No details of layout, floor area or photographs of rooms provided. Marketed at £1,600 pcm. Located over three and half miles away from subject property.

e) Design Drive Dunstable. Described as a four-bedroom end of terrace house with two reception rooms and two bathrooms. The only photograph provided was one of a reception room in the property. No details of floor area or layout provided. Marketed at £1,800 pcm. Located over two and half miles away from the subject property.

The Landlord

12. The Landlord made the following comments:

a) The proposed rent increase to £1,970 pcm is fair and reasonable and it accurately reflects the current market rent for comparable properties in the area.

b) The tenants have not reported any maintenance issues since their rent was last reviewed.

c) The Landlord's agent was unable to trace any request to repair or replace a defective washing machine.

13. The following comparables were provided by the Landlord:

a) Harebell Gardens. Similar house to subject with same accommodation and floor area but no outside space. Let by landlord for £1,950 pcm 27 June 2026.

b) Primrose Gardens. Similar house to subject with same accommodation and floor area. Let by landlord for £1,985 pcm 30 July 2026.

c) Teasel Crescent. A semi-detached two storey house of a similar style to the subject property with four bedrooms and two bathrooms. Floor area 1,065 square feet. Available for letting in August 2026 for £1,980 pcm.

d) Primrose Gardens. A semi-detached two storey house of a similar style to the subject property with four bedrooms and two bathrooms. Floor area 1,066 square feet. Available for letting in August 2026 for £1,980 pcm.

e) Oak Mead. An end of terrace new three storey house with four bedrooms and three bathrooms. Floor area 1,227 square feet. Being marketed for letting in August 2026 at £2,125 pcm. Located over two miles away from the subject house.

f) Otterburn Gardens. A recently built detached house of traditional construction with four bedrooms and three bathrooms. Floor area 1,076 square feet. Was marketed for letting in February 2026 at £1,900 pcm. A letting was apparently achieved but the actual rent was not provided. Located a mile from the subject house.

g) Kingcup Meadow. A recently built detached house of traditional construction with four bedrooms and two bathrooms. Floor area 1,191 square feet. Was marketed for letting in November 2025 at £2,100 pcm. It is not stated if a letting was achieved. Located ½ mile from the subject house.

Determination and Valuation

14. Relying on its own expertise and general knowledge of rental values in the area, the comparables provided by the Landlord/the Tenant, the Tribunal makes the following findings:-

15. Rooms in the house are small: This is a subjective opinion by the tenants. However, it was noted by the Tribunal that the room sizes comply with the statutory requirements for standard room sizes.

16. House not as expected: The Tribunal does not know the circumstances of the letting of the property. It is not its place to determine such a dispute. However, the Tribunal does not agree with the landlord's assertion that any property under ten years of age is a new build.

17. Lack of diligence by managing agent: This is the tenants' opinion but has not been evidenced.

18. Defective washing machine: The tenants' claim that they had to replace the washing machine is noted as is the landlord's defence that no report of the machine not functioning was made. In the circumstances, where no evidence has been produced to support the defective claim and the purchase of a replacement, the Tribunal does not make a rental adjustment for this issue.

19. Tenants' personal circumstances: The Tribunal's task is to assess the open market rent of the property and the personal circumstance of the tenant or even the landlord are to be disregarded.

20. Tenants' comparable evidence: This consists of three properties in Luton and two in Dunstable. These are different localities to and with a different rental market to Houghton Regis so do not assist the Tribunal.

21. Landlord's comparable evidence: The apparent lettings of a house in Primrose Gardens and Harebell Gardens would be compelling if evidence was provided to support the landlord's statement. It appears the subject landlord let those properties, so the Tribunal is surprised the actual addresses and redacted documentation confirming the rents was not provided. As a result, the Tribunal gives this evidence much less weight than would otherwise have been the case.

22. The landlord's remaining evidence relates to asking rents. The Tribunal is mindful that asking rents do not always correspond with actual lettings and therefore approaches such evidence with caution.

23. Determination: The houses at Teasel Crescent and Primrose Gardens that were being marketed in August 2026 at £1,980 pcm are the most helpful evidence and whilst mindful that these are asking rents the Tribunal feels they show the proposed rent in this case of £1,970 pcm is not unreasonable.

Undue hardship

24. 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.

25. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says he will be caused undue hardship because he is disabled, his wife is his carer and that the rent is currently above local housing allowance so that he has to use his benefits to pay the shortfall. However, no documentary evidence has been provided as to the amount of monthly benefits he receives, anything about his disability, or anything to indicate income or outgoings, and the application is therefore rejected.

26. The Landlord did not respond to the Tenant's application for postponement due to hardship.

Decision

27. The Tribunal determines the new rent amount at £1,970 per calendar month with effect from 17 November 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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.