	**FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**CAM/00KC/MRA/2026/0062**
Property	**Flat 1 Optima House, 43A High Street South, Dunstable, Bedfordshire, LU6 3RZ**
Tenant	**Chenran Gu**
Tenant's Representative	**n/a**
Landlord	**Investment Street Ltd**
Landlord's Address	**22 Towcester Road, Old Stratford, Milton Keynes, MK19 6AQ**
Landlord's Representative	**n/a**
Date of Application	**4 August 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	**£995 per calendar month**
Date the new rent takes effect	**30 October 2026**

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REASONS FOR THE DECISION

Background

1. By an undated notice, which appears to have been served by WhatsApp, which the Tenant accepts is valid, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,050 per calendar month (pcm) in place of the existing rent of £995 pcm to take effect from 30 September 2026.

2. On 4 August 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 30 June 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 Tenant is 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 studio flat on the first floor in a modern three storey block with retail to the ground floor fronting the town's High Street.

9. The accommodation is as follows:

Property: Lounge/kitchen/bedroom and a shower room with WC, having a gross internal area of 23m².

Outside: no outside space

The Property benefits from white goods and is furnished as part of the tenancy, wood flooring, double glazing, electric heating.

The Property is situated on the busy High Street at Dunstable. Dunstable is one of the largest towns in the country without a mainline railway station.

Evidence

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

The Tenant

11. The Tenant made the following comments:

a) The proposed rent of £1,050 pcm is excessive and not supported by comparable evidence.
b) Optima House is in a very noisy location; the tenant had been advised prior to letting it is a quiet location.
c) No allocated parking for the property.
d) The landlord's premium of £150 pcm for the property being furnished rather than unfurnished is excessive. The furnishings and white goods are not new but pre-used. There is no double glazing.
e) Rent proposed by tenant is £990 pcm.

12. The Tenant provided the following comparables:

a) High Street North. A studio flat that was being marketed in June 2026 at £675 pcm. It is not known what the property let for if indeed it did let. The particulars provided do not show the floor area or if it was being let furnished or unfurnished.
b) Milliners Place. A one bedroom flat that was being marketed in July 2026 at £825 pcm. It is not known what the property let for if indeed it did let. The particulars provided do not show the floor area or if it was being let furnished or unfurnished.
c) High Street South. A one-bedroom flat that was being marketed in July 2026 at £995 pcm. It is not known what the property let for if indeed it

did let. The particulars provided do not show the floor area or if it was being let furnished or unfurnished.

d) High Street South (appears to be Optima House). A one-bedroom property described as a house that was being marketed in July 2026 at £750 pcm. It is not known what the property let for if indeed it did let. The particulars provided do not show the floor area or if it was being let furnished or unfurnished.
e) Viceroy Court. A one-bedroom apartment that was being marketed in June 2026 at £750 pcm. It is not known what the property let for if indeed it did let. The particulars provided do not show the floor area or if it was being let furnished or unfurnished.
f) Albion Mews. A one-bedroom maisonette that was being marketed in July 2026 at £925 pcm. It is not known what the property let for if indeed it did let. The particulars provided show the floor area as being 45m². The particulars do not show if it was being let furnished or unfurnished.
g) The tenant also provided brief letting particulars for the subject property in June 2025 prior to her taking the tenancy.

The Landlord

13. The Landlord made the following comments:

a) The open market rent is £1,050 pcm.
b) The property is double glazed.
c) Estimates a property being let furnished rather than unfurnished is worth £100 - £200 pcm. The landlord considers the subject property is worth £150 pcm more than being let unfurnished

14. The following comparables were provided by the Landlord:

a) Optima House. A one-bedroom flat that was being marketed in July 2026 at £995 pcm. It is not known what the property let for; it has apparently let. The particulars provided do not show the floor area. The landlord states it is a little larger than the subject flat. The property was being let unfurnished.
b) Optima House. A one-bedroom flat that was being marketed in October 2026 at £900 pcm. a letting is agreed but the rent is unknown. The particulars provided show the floor area as being 41.3m². The property was being let unfurnished.
c) Optima House. A one-bedroom flat that was being marketed in September 2026 at £850 pcm. The property is no longer being marketed. The particulars provided show the floor area as 35.5m². The flat has restricted headroom around window openings. The property

was being let unfurnished. The landlord states the property is finished to an inferior standard compared to the subject.

Determination and Valuation

15. 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:-

16. Provision of comparables: The comparables provided by the tenant consist of screenshots of properties being marketed and are very brief on detail including floor areas and pictures save for the exterior of the properties. The landlord has provided more extensive marketing particulars but the Tribunal does not know if the rents quoted therein were achieved.

17. The size of the subject property: The subject flat has floor space of 23m^2 this is substantially less than the other comparisons in Optima House where the floor space has been quoted.

18. Furnished v unfurnished: The Tribunal considers a tenant will pay more for a furnished flat than an unfurnished one. A furnished flat saves prospective tenants incurring significant expenditure in furnishing the flat themselves and also at the end of the tenancy having to deal with the furnishings.

19. Guide to value: The best guide is lettings of similar properties in accommodation, spatial and locational terms. The Tribunal agrees with the landlord that the best guide to the value of the subject property is other lettings in Optima House. The floor area of the flat marketed at £995 pcm is not known. The flat marketed at £900 pcm is though around 80% larger than the subject flat. The flat marketed at £850 pcm is over 50% larger than the subject dwelling. The Tribunal notes that the subject property let in June 2025 at £995 pcm

20. Determination : The Tribunal does not consider the landlord has made the case for an increase in rent. Likewise, the Tribunal does not consider the tenant has made the case for a reduced rent. The landlord's quoted marketing particulars in Optima House show flats marketed at between £850 and £995 pcm on an unfurnished basis. In only two of the cases is the floor area of the comparables known and these are 50%-80% greater than the subject property so the expectation is that if the subject flat were let unfurnished it would do so at less than those two properties. However, it is let furnished and that serves to increase the rent. The Tribunal is mindful that the subject property was let on a furnished basis last summer and in the absence of evidence to show that rental value of the subject property has increased it determines the rent at £995.

Undue hardship

12. 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.

13. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship. No documentary evidence has been provided of income and outgoings.

14. As a result of our decision the rent is not increased and the application for setting a starting date for the new rent does not apply.

Decision

15. The Tribunal determines the new rent amount at £995 per calendar month with effect from 30 October 2026 as this is lower than the proposed rent of £1,050 per calendar month.

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.