	**FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**CAM/26UG/MRA/2026/0079**
Property	**75 Oakwood Drive, St Albans, Hertfordshire AL4 0UL**
Tenant	**Michael Barrett (1)** **Naomi Misquita-Rice (2)**
Tenant's Representative	**Michael Barrett**
Landlord	**Mei Ling Liang (1)** **Zhi Hai Liu (2)**
Landlord's Address	**29 Wigmores North, Welwyn Garden City, AL8 6PG**
Landlord's Representative	**Ashtons Estate Agents**
Date of Application	**14 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	**£2,060 per calendar month**
Date the new rent takes effect	**29 October 2026**

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REASONS FOR THE DECISION

Background

1. On 26 June 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,100 per calendar month (pcm) in place of the existing rent of £2,000 pcm to take effect from 29 August 2026.

2. On 14 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 29 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.

Any other terms of the tenancy taken into consideration in determining the rent.

7. None.

Hearing

8. A hearing was held on 22 October 2026 at 2.00 p.m. by video platform. Both parties joined by video and represented themselves: the tenants, Mr Barrett and Ms Misquita-Rice, and the landlords, Ms Liang and Mr Liu. The landlords' representative agents did not attend. The Tribunal has considered this case on

the basis of an oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

9. Submissions made at the hearing by the applicant tenants referred to the problems in the garden with what appeared to be an uneven lawn due to some lumps of concrete, the asbestos in the garage, and in particular the lack of adequate comparables with the subject property which is a bungalow. In particular they commented that the comparables relied upon by the landlords were either flats or houses, not bungalows. One of the comparables relied upon by the landlords is a three-bedroom semi-detached house in Hazelwood Drive.

10. The tenants say that after the gardening had been carried out prior to moving in, the agents had not allowed them to inspect the property again, and once they moved in, they found the lumpy surface of the garden.

11. The tenants were asked about the letting particulars that had been included in the Landlord's evidence by their agents, which stated that the asking rent was £1,750. The tenants were able to clarify that those were old letting particulars from 2022/23 and that the rent advertised when they contracted to rent the property was £2,000 pcm.

12. Submissions made at the hearing by the landlords referred to the desirable nature of the location of the subject property with three schools being in the catchment area. They also sought to rely on evidence that was not before the Tribunal in relation to asking rents of properties nearby.

13. They explained they had carried out lots of works before the tenants moved in, and had carried out all the requests made by the tenants in term of repairs, including replacing a rusty towel rail, which was costly due to the requirement to drain the heating system for these works to be carried out. They also referred to having carried out some grouting in the bathroom in February this year, but that some new tiles were required to be fitted, but they had not been able to gain access to the property to do those works.

14. In relation to the garden, they did carry out all the gardening works, and if the tenants were not allowed to view a second time, that was an issue of communication with their letting agents.

15. In relation to the asbestos in the garage, that the tenants were aware of this. This is not in dispute.

16. In relation to the conservatory, this has heating and is double glazed, and they know the tenants use this facility.

17. In relation to the letting particulars submitted by their agents, suggesting the asking price last year was £1,750 pcm, the landlords did not have access to that part of the bundle of documents, but they were able to confirm that the rent paid for the subject property for at least the last three years has been £2,000 pcm. It appears that the letting agents submitted old letting details to the Tribunal.

The Property

18. Property: A semi-detached bungalow that appears to date from the 1930s, comprising lounge, kitchen, utility room, two bedrooms and an attached conservatory. Floor area 72.1m² including conservatory.

    Outside: Garden and garage.

    The Property has white goods within the tenancy. Furniture is not included within the tenancy.

Evidence

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

The Tenant

20. The Tenant made the following comments:

    a) The proposed rent is excessive and not supported by the landlord's comparables.
    b) Garden contains embedded lumps of concrete making it unsuitable for family use.
    c) Garage contains asbestos restricting its usage.
    d) Conservatory too hot in summer and too cold in winter restricting its beneficial use to only part of the year.
    e) Since taking the tenancy a school's catchment area has been widened which the tenants consider has reduced the rental value of the property.
    f) After taking up occupation, the tenants found several maintenance issues with the property some of which they resolved themselves, some of which the landlord dealt with and some remain outstanding.
    g) Rent proposed by the tenants £1,850 pcm

21. The Tenant did not provide comparable rental evidence.

The Landlord

22. The Landlord made the following comments:

    a) The open market rent is £2,100 pcm.
    b) The garden was in good condition at the grant of the tenancy evidenced by a condition report that was provided.
    c) The tenant was notified prior to the tenancy grant of the likely existence of asbestos in the garage and given the option to surrender the tenancy if a commissioned report confirmed the material's existence; which it. The tenants chose not to surrender.
    d) The information concerning the school's catchment area was accurate at the time the property was let to the tenants.
    e) Receipts for works carried to the property were submitted.

23. The following comparables were provided by the Landlord:

    a) A "Best Price Guide" that purports to provide comparable property information selected by Ashtons (the landlord's agent) to help establish **the best** market price was submitted.
    b) This set a brief summary of five two-bedroom houses and one three-bedroom house that were being marketed in St Albans between April and July 2026. It is noted that in five cases lets are reported to have been agreed but it is not known if those lets completed and at what rent. The asking rents range between £1,900 pcm to £2,450 pcm.

Determination and Valuation

24. Relying on its own expertise and general knowledge of rental values in the area, the comparables provided by the Landlord/the Tenant, and the oral submissions at the hearing, the Tribunal makes the following findings:
25. The Garden: Photographic evidence supplied by the tenant clearly show exposed pieces of concrete in the garden. It is noted that the landlord says this wasn't the case at the grant of tenancy. Whilst the exposed concrete may impair the amenity for some for other prospective tenants it may not be a concern.
26. Asbestos: The existence of asbestos in the garage is not disputed but if it is left alone it should not impair the use of the outbuilding for storage. The landlord has been very open with the tenants about its existence and that it should not be disturbed. It is noted from photographic evidence that the building is being used for storage.
27. Conservatory: Conservatories are known for temperature swings; though measures can be taken to mitigate these i.e. providing heating they nevertheless are an amenity to a property. The Tribunal does not consider the conservatory at the subject property to be part of the main accommodation but an additional amenity.

28. School catchment: The Tribunal is aware school catchment areas are a movable feast and having regard to the likely prospective tenants for the property does not consider a factor that affects the rental value.
29. Maintenance Issues: The tenants' representations on this issue are noted as is the landlord's evidence that issues have been attended to remedied. The Tribunal's task is to determine the rental value of the property and not to settle repair disputes for which there are other more appropriate channels.
30. Comparables: The tenants have supplied no comparables in support of their contention the current open market rental value of the property is £1,850 pcm.
31. The landlord has provided brief details of two-bedroom houses that were marketed earlier in the year. The problem is the subject property is a bungalow and not a house and their respective markets are different. Houses cannot be valued by reference to flat values. Likewise, bungalows cannot be valued by reference to house values. The Tribunal therefore is unable to give any weight to the landlord's comparables.
32. Open market rental value at 29 August 2026: The best guide is lettings of similar properties in accommodation, spatial and locational terms. The tenants did not submit any rental evidence and that submitted by the landlord is not relevant. In these circumstances, the Tribunal must do the best it can using its experience and knowledge.
33. Determination: Taking all of the above into consideration, the Tribunal relied on its own expertise and general knowledge of rental values in the area, and noted that the subject property was marketed last year at a rent of £2,000 pcm resulting in the parties agreeing a tenancy of the property in August 2025 at the asking rent. Using this as a starting point and applying a 3% addition for rental growth, that produces a rent of £2,060 pcm which is the Tribunal's determination.

Decision

34. The Tribunal determines the new rent amount at £2,060 per calendar month with effect from 29 October 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.