	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/00FN/MNR/2026/0049**
Property	**8 Stambourne Road, Leicester, LE5 0TZ**
Tenant	**Asfandyar Khan** **Horiya Zarnosh**
Tenant's Representative	**N/A**
Landlord	**Divyesh Barai**
Landlord's Address	**20 Loughborough Road, Leicester, LE5 0TY**
Landlord's Representative	**Seths Estate & Letting Agents**
Date of Application	**28 February 2026**
Type of Application	**Determination of a Market Rent under sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Banks** **Tribunal Member Julie Rossiter MBA MRICS**
Date of Decision	**14 October 2026**
Rent Determined	**£1,275 pcm**
Date the new rent takes effect	**1 March 2026**

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REASONS FOR THE DECISION

Background

1. On 23 January 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,275 per calendar month (pcm) in place of the existing rent of £1,200 pcm to take effect from 1 March 2026.

2. On 28 February 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 assured tenancy commenced on 1 November 2024 for a term of 12 months. The rental period is monthly.

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. 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

Inspection/Hearing

8. A CVP hearing was listed for 14 October 2026. In attendance were the Tenant Mr Khan and the Landlord, Mr Barai. Mr Khan confirmed he had provided authority to represent the Joint Tenant, Horiya Zarnosh, his wife. The Tribunal has considered this case on the basis of oral submissions, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. It is agreed that the Property is a detached house offering the following accommodation:

   3 bedrooms, 2 bathrooms, 1 reception room and a kitchen

   Outside: There is a garage and a rear garden.

   The Property is situated in the Humberstone area of Leicester with good transport links to the city. It is close to local amenities, schools and medical practices.

Evidence

10. The Tenants and the Landlord each returned the Tribunal's Reply forms.

The Tenants

11. The Tenants made no submissions in their application as to what the market rent should be and why they disagreed with the rent proposed in the Notice.

12. In oral submissions, Mr Khan stated that he considered the existing rent of £1,200 pcm to be a fair market rent. He explained that when he looked at comparable properties in the area around the time of the proposed increase, he found three-bedroom properties being advertised within a range of approximately £1,150 pcm to £1,250 pcm**,** with £1,200 pcm being around the middle of that range. He therefore considered it reasonable to remain at the current rent.

13. Mr Khan accepted that he had not submitted any comparable evidence to the Tribunal before the hearing. He explained that he misunderstood the process and believed he could present that information at the hearing itself. He also referred to confusion arising from correspondence relating to two separate applications concerning the same property.

14. In response to the Landlord's evidence, Mr Khan stated that while some properties may have been advertised at higher rents, there were also properties available at lower rents. He suggested that the Landlord had referred to higher-priced examples whereas he had identified lower-priced examples. However, he was unable to provide documentary evidence in support of his position.

The Landlord

15. The Landlord submitted in the response that he relied upon a Best Price Guide which had been filed with the Tribunal.

16. In oral submissions Mr Barai stated that the proposed rent of £1,275 pcm had been determined following discussions with his letting agents and by monitoring the local rental market through Rightmove, Zoopla and local agents. He said that the evidence demonstrated that comparable properties in the Humberstone area were being marketed and let at broadly similar levels.

17. He relied on the Best Price Guide submitted to the Tribunal and contended that the proposed rent reflected prevailing market conditions. He stated that both he and his letting agents considered £1,275 pcm to be consistent with rents achieved locally.

18. When questioned, he stated that some of the properties included in the Best Price Guide had actually been let and, to the best of his knowledge, had achieved rents at or close to the advertised figures. He further stated that his own letting agent had provided information about rental levels being achieved in the area through their management of other local properties.

19. The Landlord relied upon a Best Price Guide prepared by a letting agent using properties advertised on Rightmove within a one-mile search radius. The guide identified a number of three-bedroom properties advertised between £1,250 and £1,350 per calendar month. However, the evidence remained subject to limitations. The guide generally provided only a single external photograph together with limited marketing particulars and did not include floorplans, measurements or comprehensive information regarding the size, layout or condition of the properties. The Tribunal was therefore unable to undertake a detailed comparison with the subject Property. Further, a number of the comparables were located outside the immediate locality of the subject Property or appeared to offer accommodation of a superior standard.

20. The Tribunal had very limited evidence regarding the condition of the subject Property. The Tribunal therefore treated the comparables as providing a useful indication of prevailing market rents but approached direct comparisons with caution.

    a) Barbara Avenue. A three-bedroom detached house advertised at £1,350 per calendar month.

b) Willowtree Close. A three-bedroom detached house advertised at £1,350 per calendar month.

c) Culham Avenue. A three-bedroom semi-detached house advertised at £1,295 per calendar month.

d) Humberstone Drive. A three-bedroom semi-detached house advertised at £1,275 per calendar month.

e) Green Lane Road. A three-bedroom semi-detached house advertised at £1,250 per calendar month.

22. The Tribunal derived greatest assistance from those comparables that were detached namely Barbara Avenue and Willowtree Close. Neither property had a garage but both had a driveway. Less weight was attached to semi-detached properties as they may command different rental values. Taking the comparable evidence as a whole, the Tribunal found that three-bedroom detached houses in the locality were generally being marketed at rents of approximately £1,350 per calendar month.

Determination and Valuation

23. The Tribunal considered all the evidence, including matters not expressly referred to in these reasons, and gave it such weight as it considered appropriate. It took account of its own expert knowledge of rental values in the area, the Landlord's comparable evidence and the parties' oral submissions. The Tenants contended for a market rent of £1,200 per calendar month but produced no documentary evidence supporting that figure. The detached comparables on which the Landlord relied were advertised at £1,350 per calendar month, although the limitations of that evidence reduced the weight that could be placed upon it.

24. Having regard to the limited information concerning the size, dimensions, condition and precise comparability of the subject Property, the Tribunal determines that £1,275 per calendar month is the rent at which the Property might reasonably be expected to be let on the open market by a willing landlord to a willing tenant under an assured tenancy.

25. Mr Khan accepted that the Landlord carried out repairs but disputed the suggestion that repairs were always undertaken promptly. He gave several examples:

- An ongoing problem with the property's alarm system was reported when he moved into the property but was not resolved until

approximately two years later. He stated that the alarm would sound at unsociable hours and had generated complaints from neighbours.

- The intercom/door entry system was defective when he moved in and he repaired it himself.
- He repaired a faulty rear garden door handle himself.
- A depression in the landing floor remained unrepaired despite being reported and, in his view, presented a hazard to children.
- There were issues with carpets which were reported but not addressed.
- Boiler problems were repaired, although he said this took two to three weeks.
- A defective freezer and microwave were ultimately replaced after previous repair attempts.
- A leak from the toilet had been attended to, but he maintained that only cosmetic work had been undertaken and that the underlying issue had not been fully addressed.

26. Mr Khan emphasised that he was not seeking to complain about the Landlord and said that they generally had a good relationship. He simply wished the Tribunal to have an accurate understanding of the position.

27. Mr Barai said that throughout the tenancy he had sought to maintain the property appropriately and had carried out all repairs requested by the Tenants. He stated that he instructed his letting agents to deal with repair issues promptly and to remain responsive to the Tenants' concerns.

28. He further stated that he had attempted to be flexible with the Tenants regarding the proposed increase and had explored whether a lower figure could be agreed.

29. Mr Barai explained that he incurred ongoing costs in relation to the property, including:

- British Gas service and maintenance cover.
- Insurance cover.
- Appliance repair and replacement insurance policies to ensure breakdowns could be dealt with promptly.

30. He also stated that the property was let with furniture, including bedside tables, a chest of drawers and a cupboard, which remained available for the Tenants' use.

31. Most of the matters raised by Mr Khan had been repaired, and the Tenants provided no documentary or photographic evidence establishing the nature, extent or continuing effect of any disrepair. The Tribunal was therefore unable to assess whether the condition of the Property justified an adjustment to the market rent.

32. Taking the evidence as a whole, the Tribunal is not satisfied that Mr Khan's oral evidence provides a sufficient basis for a deduction from the market rent. Accordingly, no adjustment is made for the alleged disrepair.

Market rent **£1,275 pcm**

Undue hardship

33. The new rent takes effect from the date specified in the Landlord's Notice of Increase 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 the date a Tribunal makes its determination.

34. The Tenants have asked the Tribunal to fix a later starting date in this case. They stated in their application that Mr Khan was the only bread winner in the family and that his wife had a medical condition and she had a very complicated pregnancy with the baby having been born in November 2025. They stated that due to these issues Mr Khan missed a lot of work which made them struggle financially.

35. During oral submissions Mr Khan further stated that an increase in rent would cause financial difficulty. He explained that:

- He was the principal earner in the household.
- He was self-employed and his ability to work was restricted by childcare responsibilities.
- His wife had experienced significant medical complications associated with pregnancy and continued to suffer health issues.
- The family had a young child requiring care.
- As a result of family circumstances, his income and working hours had been adversely affected.

36. He acknowledged that he had not provided documentary evidence of hardship but indicated that he would be willing to do so if requested.

37. In relation to the Tenants' hardship application, Mr Barai stated that he had maintained a good relationship with the Tenants and had discussed the Tenants' financial circumstances with him. He said that before the tenancy commenced, the letting agent had discussed affordability with the Tenants and that he had attempted to provide as much flexibility as possible. He nevertheless remained willing to listen to the Tenants' concerns.

38. The Tribunal accepts that any increase in rent is likely to impact upon a tenant's finances. However, a finding of undue hardship requires evidence from which the Tribunal can assess the nature and extent of the hardship said to arise. No such evidence has been provided. The Tribunal notes that its determination increases the rent from £1,200 per calendar month to £1,275 per calendar month. In the absence of evidence establishing undue hardship, the Tribunal directs that the determined rent shall take effect from 1 March 2026.

Decision

39. Therefore, the Tribunal determines the market rent at £1,275 per calendar month with effect from 1 March 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.