	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/00FY/MNR/2025/0815**
Property	**Apartment 206, Geneva Court, Great Freeman Street, Nottingham, NG3 1FR**
Tenant	**Krzysztof Senski**
Tenant's Representative	**N/A**
Landlord	**Truelove Investment Company Social**
Landlord's Address	**4a Eastgate, Lincoln, LN2 1QB**
Landlord's Representative	**N/A**
Date of Application	**2 October 2025**
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	**£750 pcm**
Date the new rent takes effect	**N/A**

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REASONS FOR THE DECISION

Background

1. On 6 August 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,000 per calendar month(pcm) in place of the existing rent of £750 pcm to take effect from 3 October 2025.

2. On 2 October 2025, 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 3 December 2019 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 Tenant is 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 video hearing took place on 14 October 2026. The Tribunal has considered this case on the basis of the oral submissions, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is a second-floor flat in a fairly modern block comprising 40 flats over four floors. It provides the following accommodation:

   2 bedrooms, 1 bathroom, 1 reception room with a kitchen annex and a balcony

   The Property is situated in the centre of Nottingham close to all city centre amenities.

Evidence

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

The Tenant

11. The Tenant submitted that the proposed rent increase should not be implemented because the property has been affected by a number of longstanding repair and maintenance issues, some of which pre-dated service of the section 13 notice. The Tenant stated that there had been problems with the boiler, hob and washing machine, and complained about works undertaken to the flat entrance door without his consent. He said that the kitchen hob was only partially operational for several months before failing completely and eventually being replaced.

12. The Tenant further contended that there are continuing defects within the property which remain unresolved despite having been reported to the Landlord or its managing agents. In particular, he alleged that water ingress occurs around and above two living room windows during periods of rainfall, causing damp, staining and mould growth. He stated that this problem was first brought to the attention of an inspecting managing agent in late 2024. Although various inspections had subsequently taken place, no substantive investigation or remedial works had been undertaken. The Tenant also expressed concern regarding visible cracking to the external façade near the affected windows and suggested this may be connected to the water ingress.

13. The Tenant complained of severe damp and mould around window frames, poor insulation resulting in the flat being difficult and expensive to heat. The Tenant also complained of water damage and mould affecting the bathroom floor and skirting boards. He maintained that recent works to the bathroom were cosmetic in nature, consisting only of the replacement of skirting boards and decoration, which failed to address the underlying cause of the damage. He considered it likely that the issues would reoccur. The Tenant noted that these bathroom works

were only undertaken after he referred the proposed rent increase to the Tribunal.

14. In addition, the Tenant raised concerns regarding the Landlord's management of the property. He referred to access arrangements, alleging that notices had been served indicating that contractors might use management keys to enter the property if he did not respond. He complained of an occasion when an electrician filmed parts of the flat and a separate occasion when a contractor allegedly left the property unsecured after a visit. The Tenant stated that, as a shift worker, all-day appointments had caused disruption to his sleep, although he acknowledged that appointment arrangements had improved after he raised concerns.

15. The Tenant submitted that the Landlord's rental evidence assumed a property in good repair and failed to reflect the actual condition of the subject property. He argued that any assessment of market rent should take account of the ongoing disrepair and its impact on occupation. The Tenant therefore invited the Tribunal either to refuse the proposed increase, maintain the rent at its existing level, or otherwise reduce the market rent to reflect the property's condition. He also sought an order requiring investigation and repair of the water ingress and associated damage.

16. The Tenant relied upon a series of photographs showing the condition of the property. The photographs of the living room windows appear to show staining, discoloration and areas of dampness to the internal surrounds of two windows. Some images appear to depict moisture penetration during periods of rainfall, together with marks consistent with previous water ingress. The photographs also show areas of apparent mould growth and deterioration to decorative finishes around the window openings.

17. The Tenant also provided photographs of the exterior of the building which appear to show cracking to the façade in the vicinity of the subject flat at approximately second-floor level. The Tenant suggested that these defects may be associated with the reported water ingress, although the Tribunal has no expert evidence addressing the cause of the cracking or any connection between the two issues.

18. Further photographs relate to the bathroom and show damage to skirting boards and finishes at floor level. The images appear to show staining, deterioration and evidence of previous moisture exposure. The Tenant also provided photographs taken before and after the remedial works, which indicate that replacement of skirting boards and redecoration works were undertaken. The Tenant's position was that those works were cosmetic only and did not address the underlying cause of the damage.

19. Overall, the photographic evidence supports the Tenant's contention that there has been water penetration affecting the window areas and that damage has occurred to elements of the bathroom.

20. In his oral evidence, the Tenant described the Property as an unfurnished two-bedroom flat with a living room, kitchen, bathroom and balcony. He relied on a number of rental listings, principally from Geneva Court and nearby developments, which he contended were comparable to the Property. He accepted that he did not have floor-area measurements for the comparable properties. The Tenant also raised concerns regarding the condition of the Property, including water ingress through the living-room windows, deterioration to internal decorations caused by those leaks, defects to the exterior façade, issues with the bathroom and shower area, and problems with the hob. He maintained that some repairs were delayed and that significant works were undertaken only after he challenged the proposed rent increase.

21. The Tenant relied upon eight comparables, three of which were in the same block as the subject Property. The Tribunal found those three comparables to be the most persuasive. The Tenant was asked whether he knew which flats the comparables related to and whether he knew their sizes and dimensions. There was some uncertainty about where they were situated within the building. The Landlord provided a floor plan, which assisted in identifying the comparables. The plan shows four floors. The ground floor contains six two-bedroom apartments, none with a balcony. The first floor contains 13 apartments; the evidence identified one three-bedroom apartment, six two-bedroom apartments and six one-bedroom apartments. Two first-floor apartments have balconies: one is a one-bedroom apartment and the other has two bedrooms. The second floor has the same layout as the first floor. The third floor contains eight apartments, six with two bedrooms and two with one bedroom. A two-bedroom apartment and a one-bedroom apartment each have a larger balcony than the balconies on the first and second floors.

22. Among the Tenant’s comparables were three apartments in the same block: a three-bedroom apartment advertised at £800 pcm; a two-bedroom apartment without a balcony advertised at £800 pcm; and a two-bedroom apartment with a balcony advertised at £850 pcm. Those properties were owned by the same Landlord and appeared to have been advertised after 7 November 2025. This was inferred from one advertisement stating that the rent had been reduced on that date.

23. The floor plan confirmed that the Tenant’s flat was Apartment 206 and had an internal area of 80 square metres. There were only two other two-bedroom apartments with balconies in the building. The apartment on the third floor had an internal area of 59 square metres but appeared to have a larger balcony. The apartment on the first floor was identical in size to the subject Property.

24. Neither party could identify with certainty which flat had been advertised at £850 pcm, although the Tenant was of the belief that it was the flat directly above him identified as being 59 square metres. As a professional landlord that had advertised the property, the Landlord could reasonably have been expected to provide details identifying the flat and the rent ultimately achieved, but it did not do so. That information was clearly within the Landlord's knowledge and control.

The Landlord

25. The Landlord submitted that the Tenant commenced his tenancy in 2019 at a rent of £562 per month under a 12-month fixed-term agreement. The Landlord explained that the property had originally been let as social housing and that this arrangement came to an end in 2023. Following the removal of the social housing restrictions, the rent was reviewed and increased to reflect prevailing market levels.

26. The Landlord described the subject property as a large second-floor apartment comprising two double bedrooms, a substantial living area, kitchen, bathroom and balcony. It was said to extend to approximately 80 square metres and to be the largest apartment within the building. Particular emphasis was placed on the property's location, approximately 0.2 miles from Nottingham City Centre, together with its balcony and views over the city, all of which were said to support the proposed rent.

27. The Landlord accepted that various maintenance issues had arisen during the tenancy but submitted that such issues inevitably occur from time to time and are addressed as promptly as possible, subject to factors outside the Landlord's control. The Landlord noted that tenants are expected to report defects through its maintenance reporting portal and maintained that all tenants are aware of that process.

28. Addressing the alleged water ingress around the two living room windows, the Landlord stated that an inspection carried out in December 2024 identified some evidence of water penetration, although not to the extent now alleged by the Tenant. The Landlord asserted that no subsequent reports had been received indicating that the issue had worsened. Following the Tenant's application to the Tribunal, the matter had been reinspected and contractors instructed to undertake remedial works. The Landlord explained that the repair would require external scaffolding and was therefore not a straightforward matter. The Landlord further submitted that the Tenant was under an obligation to report defects promptly and that failure to do so may have contributed to the deterioration of the issue.

29. In relation to the Tenant's complaint regarding poor insulation, the Landlord stated that no such issue had previously been reported. The Landlord noted that the property benefits from double-glazed windows and electric panel heaters throughout, which were said to comply with building control requirements and to be adequate for the size of the accommodation. Any malfunction of the heating system, it was submitted, should have been reported through the usual maintenance channels.

30. The Landlord also addressed the bathroom defects relied upon by the Tenant. Its position was that water damage to the flooring and skirting arose from a leaking shower screen, which had since been replaced. The skirting boards had also been renewed and repairs carried out to the vinyl flooring. The Landlord maintained that these works had resolved the issue and that there were no continuing defects in that area.

31. As regards the kitchen hob, the Landlord submitted that only one ring of the four-ring appliance had been reported as defective and that this was first reported in August 2022. In relation to the washing machine, the Landlord stated that an error code was reported in December 2021 and that a replacement machine was provided shortly afterwards.

32. Finally, the Landlord explained that works to the flat entrance door formed part of a wider programme of fire safety and compliance works affecting doors throughout the building. The Landlord maintained that all residents had been notified of those works and that it had received no complaint from the Tenant at the time regarding a lack of notice. The Landlord's position was that these were proactive building safety works rather than repairs arising from any defect reported by the Tenant.

33. Nic appeared on behalf of the Landlord and relied in her oral submissions on rental comparables from the local area. She submitted that the proposed rent remained below market levels for comparable two-bedroom properties. She referred to floor-plan evidence for Geneva Court and stated that the Property was one of the larger flats within the development. She submitted that a range of factors influence rental value, including floor area, location, amenities, outside space and market conditions, and that the proposed rent appropriately reflected the market rent of the Property.

34. In relation to the Tenant's complaints regarding water ingress, Nic outlined the chronology of the Landlord's investigations and remedial works. She stated that, following an inspection in December 2024, the Landlord initially cleared downpipes in January 2025 as deteriorating render suggested this could be the source of the problem. When that did not resolve the issue, repairs were undertaken to the balcony above the Property in May 2025, including the installation of a new membrane. The Landlord subsequently concluded that the

principal cause of the water ingress was deterioration to the external render and coping stones and instructed works to remove and replace sections of render and carry out repairs to the building façade, which were completed in early 2026. She accepted that the Tenant had experienced water ingress and apologised for the difficulties caused. She submitted that the delay arose because the Landlord was required to identify the source of the problem through a process of investigation and remedial works rather than through any failure to address the issue.

35. Nic further explained that internal repairs were not undertaken whilst investigations remained ongoing because there was a risk that any replastering or redecoration would be ineffective if water ingress continued. She stated that internal remedial works were ultimately completed before the Property was re-let following the Tenant's departure. She accepted that communication with the Tenant regarding the progress of the investigations and remedial works could have been better and that this may have been a failing in the Landlord's management of the matter.

36. In closing submissions, the Landlord maintained that the evidence demonstrated that active steps had been taken to investigate and remedy the defects once identified and that the proposed rent reflected the market value of the Property. The Tenant maintained his objection to the proposed increase and emphasised the impact that the longstanding water ingress and associated disrepair had had on his occupation of the Property.

37. The Landlord relied upon six comparables within a two-mile radius of the subject Property. It did not rely upon its own properties in the same building, although those properties were advertised for rent at about the time when the proposed increase was due to take effect. The Tribunal already had evidence of properties advertised by the Landlord in the same building and considered those to be more directly comparable. It therefore found the Landlord’s wider-area comparables to be of no assistance and attached no weight to them.

Determination and Valuation

27. The Tribunal has considered all of the evidence before it, including matters not expressly referred to in these reasons, and has given such weight to that evidence as it considers appropriate.

28. Relying upon its own expert and general knowledge of rental values in the area, together with the comparables provided by both parties, the Tribunal determines that the market rent of the Property is £900 per calendar month. The Tribunal accepts that properties in the same block were advertised at lower rents, although it was unclear which apartments those advertisements related to. The only comparable property with two bedrooms and a balcony was advertised at £850 pcm. The Tribunal notes that the two-bedroom apartment above the Tenant’s

Property is somewhat smaller, whereas the apartment below is the same size. The Tenant considered that the advertised apartment was the smaller property above. Taking the larger size of the subject Property into account, the Tribunal finds that it would command a higher rent than the advertised figure of £850 pcm. For those reasons, the Tribunal determines the market rent of the subject Property to be £900 pcm.

29. However, the Tribunal also accepted that the Property was in a state of disrepair. Nic gave evidence that an inspection in 2024 identified problems with the windows and water ingress. In January 2025, the Landlord arranged for the downpipes to be cleared to determine whether this would resolve the problem, but it did not. In April 2025, the Landlord inspected the balcony above the subject Property and, in May 2025, installed a new membrane, which it believed would resolve the problem. That measure was also unsuccessful. Further works were carried out, but the Tribunal heard that this serious disrepair was not resolved until after the Tenant moved out of the Property in April 2026. Nic candidly accepted that the Landlord did not keep the Tenant informed about the works or explain that they would take time to complete. When the Tenant left the subject Property, the windows were still allowing water ingress. For those reasons, the Tribunal makes an adjustment of £150 pcm to the market rent, reducing it from £900 pcm to £750 pcm, which was the existing rent.

Market rent after adjustments **£750 pcm**

Decision

30. The Tribunal determines that the rent will remain at £750 pcm. As no new rent is determined, there is no new effective date.

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.