	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/41UG/MRA/2026/0002**
Property	**15 Manor Square, Stafford, ST17 9QL**
Tenant	**William Deakin**
Tenant's Representative	**N/A**
Landlord	**Ian Smith**
Landlord's Address	**2nd Floor Haymarket Court, Hinson Street, Birkenhead, ST17 0YU**
Landlord's Representative	**Connells**
Date of Application	**21 May 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	**£1,100 pcm**
Date the new rent takes effect	**N/A**

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REASONS FOR THE DECISION

Background

1. On 18 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,150 per calendar month (pcm) in place of the existing rent of £1,100 pcm to take effect from 30 July 2026.

2. On 21 May 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.

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. 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

9. The Property is a semi-detached house offering the following accommodation:

   3 bedrooms, 1 bathroom, 1 shower room, 1 living room, 1 dining room and a kitchen

   Outside: There is a garden, a garage and a shed and a large driveway.

   The Property benefits from gas central heating and double glazing save for the shower room which has single glazing.

   The Property is situated in Stafford close to Burton Manor Primary School and Stafford Manor High School.

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 was not justified when compared with other properties available on the market. The Tenant stated that they had recently viewed larger and better-appointed homes available at a similar rental level, featuring modern kitchens, built-in appliances, new ovens and hobs, superior shower facilities, full double glazing and a generally higher standard of accommodation.

12. The Tenant further contended that the subject property is in a poor condition and suffers from a number of defects. In particular, the Tenant described the property as energy inefficient, requiring constant heating due to drafts entering through doors and windows. The Tenant stated that the property lacks full double glazing and that the woodwork and decorative condition are poor. Concerns were also raised regarding the kitchen, including loose cupboard doors and old, poorly functioning cooking appliances. The Tenant reported that one ring on the hob frequently fails to ignite and that both the kitchen and bathroom taps are defective and prone to dripping. The Tenant also noted that the upstairs toilet is heavily stained and cannot be cleaned satisfactorily. The Tenant stated that these matters had been reported to the Landlord but that no repairs had been carried out.

13. Overall, the Tenant's position was that the property is not worth the current rent and is certainly not worth the proposed increased rent given its condition and the availability of superior alternative accommodation at a similar price.

14. Further, the Tenant provided some photographs showing the handle missing from the bedroom window, a very dated and ill fitted kitchen with cupboard doors misaligned or unable to close, kitchen sink taps which are old and worn and a sink showing staining, a dirty oven, old paintwork on doors and door frames which is damaged and old and worn carpets.

15. No comparables were provided by the Tenant.

The Landlord

16. The Landlord submitted that the majority of the issues raised by the Tenant had either been addressed, inspected, or did not warrant further remedial works. The Landlord stated that reports concerning the front door lock and conservatory door lock sticking had been attended to and that the necessary works were completed in October 2025.

17. In relation to the reported fault with the gas hob, the Landlord stated that an engineer had attended the property and provided a quotation following a call-out. The engineer advised that replacement of the hob was not required as the issue related only to the ignition spark on a single ring and did not present a safety risk. The Landlord therefore did not consider replacement to be necessary.

18. The Landlord also addressed the Tenant's complaint regarding staining to the toilet, submitting that this was a cosmetic issue rather than a defect requiring repair. In addition, the Landlord referred to the Tenant's report of a missing handle, indicating that this matter had similarly been considered through the repairs process.

19. Overall, the Landlord's position was that the reported defects were either minor in nature, had already been remedied, or did not require further action, and did not justify any reduction in the market rent of the property.

20. The Landlord also did not provide any comparables.

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, the Tribunal determines that the unadjusted market rent of the Property is £1,200 pcm. The Tenant contended for a market rent of £900 pcm, while the Landlord sought £1,150 pcm. Having considered the evidence and applied its

own expertise and knowledge of the local rental market, the Tribunal was not persuaded that either party's figure accurately reflected the open-market rent.

29. As neither party provided comparable evidence, the Tribunal relied upon its own expertise and knowledge of the local area. It considered that three-bedroom semi-detached properties in the area with amenities comparable to those of the Property were being advertised at around £1,200 pcm. Taking all relevant factors into account, the Tribunal concluded that £1,200 pcm represented the rent which the Property might reasonably be expected to achieve on the open market before adjustment for its condition.

30. The Tenant relied upon photographs which, he submitted, showed several defects and maintenance issues within the Property. The Tribunal considered those photographs when assessing the condition of the Property and the appropriate adjustment to the open-market rent.

31. The Landlord did not adequately address these assertions in the MR2 or the photographic evidence provided by the Tenant. The Tribunal is satisfied that the Property is dated, has outstanding maintenance issues and requires modernisation before it could reasonably achieve the unadjusted market rent of £1,200 pcm. The Tribunal therefore deducts £100 pcm to reflect the condition of the Property, resulting in a rent of £1,100 pcm, equal to the current rent.

Market rent after adjustment **£1,100 pcm**

Decision

32. The Tribunal determines that the rent will remain at £1,100 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.