	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/00FK/MNR/2026/0104
Property	3 Gala Drive, Derby, DE24 8YA
Tenant	Joanna Harrison
Tenant's Representative	None
Landlord	Giuseppe Schiavone
Landlord's Address	18 Tawny Way, Derby, DE23 3XG
Landlord's Representative	N/A
Date of Application	8 May 2026
Type of Application	Determination of Market Rent under sections 13 & 14 of the Housing Act 1988
Tribunal Members	I.D. Humphries B.Sc.(Est.Man.) FRICS D. Douglas
Date of Decision	29 October 2026
Rent Determined	£1,200.00 per calendar month
Date the new rent takes effect	1 May 2026

© CROWN COPYRIGHT

REASONS FOR THE DECISION

Background

1. On 16 March 2026 the landlord served notice under Section 13(2) of the Housing Act 1988 ('the Act') proposing a new rent of £1,270.00 per calendar month (pcm) in place of the existing rent of £870.00 pcm to take effect on 1 May 2026.

2. On 8 May 2026, the tenant referred the landlord's notice proposing a new rent to the Tribunal for determination of a market rent under section 13(4)(a) of the Housing Act 1988.

3. The tenant had been in occupation for around 10 years holding an Assured Shorthold Tenancy, but was served with Notice to Quit under section 21 of the Housing Act 1988 and vacated, according to the tenant, on 30 August 2026. The present application therefore relates to the period from 1 May to 30 August 2026.

Allocation of Repairs between Landlord and Tenant.

4. In accordance with 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 was responsible for paying Council Tax. The rent determined is exclusive of Council Tax.

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

7. There were no unusual terms as far as we are aware.

Inspection/Hearing

8. The tenant requested a hearing that was held on-line on 29 October 2026 by cloud video platform. The Tribunal has not inspected the property and relies on information and photographs provided by the parties together with images of the property on Google Streetview and its own general knowledge and expertise in reaching its Decision.

The Property

9. The property is a three storey semi-detached house built about 20 years ago by David Wilson Homes as part of a modern housing estate in Derby. The house has brick elevations to the ground and first floors and a pitched tiled roof with dormer window for the second floor accommodation which is within the roof space. It has paving to the front and a small garden to the rear.

10. The accommodation comprises a living room, kitchen/dining room and three bedrooms. The floor area is understood to be around 1,066 sq.ft.

11. The property has central heating and double glazing. It was let unfurnished.

Evidence

The Tenant

12. The tenant considered the proposed rent increase to be excessive due to the condition of the property. Mrs Harrison said the property suffered from damp and mould patches on walls and within a wardrobe, the oven had not worked for two years and there was a draught around the front door and windows. Mrs Harrison understood other houses in the area were rented at around the landlord's asking rent but this property was not in the best condition and that this should be reflected in its value. In Mrs Harrison's opinion, the market rental value in its condition was around £1,000 pcm.

13. Because Mrs Harrison considered the landlord was not carrying out his repairing obligations, she asked Derby City Council to intervene which resulted in a visit by an Environmental Health Officer ('EHO'), Mrs Donna Hallows, whose subsequent list of works identified items she considered 'hazards'. The works were required to be completed by 4 September 2026.

The Landlord

14. The landlord said with regard to the repairs, that there had been a problem of damp ingress to the third bedroom during periods of heavy rain but it had been repaired by his contractors.

15. There had been a problem with the oven as the heating element had failed, but when he arrived at the property to replace it the oven had not been cleaned for a long time to such an extent that there was accumulated fat on the appliance and he refused to replace the element until the tenant had cleaned the oven. He had left the element with the tenant's Partner who had volunteered to fit it himself. Furthermore, there was a double oven in the property and Mrs Harrison had not been left without a working oven as claimed.

16. The shower unit had failed and had been replaced, although the previous unit had been only 9 months old.

17. The E.H.O. noted that kitchen drawer fronts needing replacing during her visit but when the landlord attended at the property a few months earlier, there had been no problem with the drawers. They had been damaged in the intervening period.

18. Furthermore, the tenant signed a memorandum on 9 March 2026 confirming there were no outstanding repairs.

19. In Mr Schiavone's opinion, most of the disrepairs were due to the tenant's occupation and should be disregarded as required by s.14(2)(c) of the Housing Act 1988.

20. The landlord had attended to the items on the Council list and the EHO signed to confirm all the work had been completed by 13 October 2026.

21. With regard to rental value, Mr Schiavone referred to three houses in close proximity let at rents of £1,250 pcm, £1,275 pcm and £1,295 pcm and 28 other houses advertised on Rightmove to support his asking rent of £1,250 pcm as the market rental value. He produced a letter from a letting agent, ACG Property, dated 10 March 2026, advising that if advertising the property they anticipated it would let for £1,270 pcm.

Determination and Valuation

22. The Tribunal notes the history of repair but our function is not to assess repairs that have been rectified, it is to assess the market rent in the condition at the date of notice.

23. Had the house been in excellent condition, the Tribunal considered its market rental value at the date of Notice would have been £1,250 pcm as requested by the landlord. However, there had been some issues identified by the EHO and repairs carried out by the landlord to bring it fully up to standard for which we deduct £50 pcm.

24 The Tribunal therefore determines the market rental value under s.14 Housing Act 1988 to be £1,200 pcm.

Undue hardship

25. The Tenant asked the Tribunal to consider hardship resulting from the rent increase as she was a single parent with three children. Mrs Harrison produced

a list of household expenditure including debt repayments, but provided no written evidence to support her claim that the increase would result in 'undue hardship' as required by s.14(7) of the Housing Act 1988. Accordingly, we find the effective date of increase to be the date in the landlord's Notice, 1 May 2026.

Decision

26. The Tribunal determines the market rent under section 14 of the Housing Act 1988 at £1,200.00 per calendar month with effect from 1 May 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.