	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**CAM/34UF/MRA/2026/0030**
Property	**11 Verwood Close, Northampton, NN3 8SX**
Tenant	**Asta Buividaite**
Tenants Representative	**N/A**
Landlord	**Inderani Fitzgerald**
Landlord's Address	**79 Crestline Court, Northampton, NN3 8XZ**
Landlord's Representative	**Tarun Patel, Nicholas Humphries, Northampton**
Date of Application	**10 July 2026**
Type of Application	**Determination of a Market Rent under sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Banks** **Tribunal Member A Churchill BSc MRICS**
Date of Decision	**23 October 2026**
Rent Determined	**£1,050 pcm**
Date the new rent takes effect	**1 November 2026**

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REASONS FOR THE DECISION

Background

1. On 28May 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 £1,050 pcm to take effect from 1 August 2026.

2. On 10 July 2026, 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 19 June 2017. The rental period is monthly.

Allocation of Repairs between Landlord and Tenants.

4. As per section 11 of the Landlord and Tenants 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 subject Property is a mid-terraced house comprising a lounge, kitchen diner, 3 bedrooms and a bathroom. Outside there is a shared front garden and a garden to the rear which has a shed. The subject Property benefits from double glazing and central heating.

Evidence

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

The Tenant

11. The Tenant submits that the Property has been affected by longstanding disrepair, including unresolved roof leaks, mould growth, defective flooring, plumbing defects and external deterioration. The Tenant contends that a number of repair issues identified by the local authority several years ago remain outstanding and that some repair works undertaken were superficial and failed to address the underlying defects.

12. The Tenant states that there is significant mould growth within the Property, including in the daughter's bedroom, which they attribute to an unresolved roof leak. The Tenant also refers to a collapsed floor, ongoing dampness arising from leaking plumbing fixtures, and debris falling from the roof. The Tenant submits that these issues adversely affect the condition and amenity of the Property and should be taken into account when assessing the market rent.

13. The Tenant further submits that the proposed rent of £1,275 per month does not reflect the condition of the Property, which they describe as unsafe and in a poor state of repair.

14. The Tenant also makes a number of additional submissions concerning the conduct of the Landlord, alleged harassment and intimidation, data protection concerns, the actions of the local authority, housing allocation matters, personal health circumstances and vulnerability issues. These matters are not directly relevant to the assessment of the open market rent.

15. The Tenant did not provide any comparables.

16. The Tenant relies upon documentary evidence and photographs, some of which are from February 2024, in support of their contention that the Property is in a poor state of repair and that this should be reflected in the assessment of the market rent.

17. The Tenant has provided a series of email and message exchanges concerning repair works and contractor attendance. The correspondence shows ongoing arrangements for electrical works and soffit repairs during July and August 2026. The Tenant's position in the correspondence is that they were willing to provide access at certain times but were unable to accommodate some of the appointment times proposed by the Landlord and contractors. The evidence also demonstrates that repair works were being arranged and appointments offered in relation to the reported defects.

18. The Tenant further relies upon a number of photographs which are said to depict disrepair within the Property. These include photographs showing apparent mould and damp staining to a bedroom corner and adjacent wall surfaces, together with photographs showing deterioration around a floor and service area. The current condition photographs also appear to show an opening or defect within the floor structure and areas of damaged or deteriorated materials beneath or around the flooring. The more recent photographs appear to show the same floor area following partial works, although the Tenant contends that the underlying issues remain unresolved.

19. In summary, the Tenant's evidence is relied upon to demonstrate the presence of damp, mould and defects to the flooring and associated areas of the Property, together with ongoing disputes regarding access and completion of repair works. The Tenant submits that these matters adversely affect the condition of the Property and should be taken into account when determining the open market rent.

20. The bundle also contains detailed correspondence concerning repair appointments and access arrangements. Beyond demonstrating the existence of repair issues and the parties' efforts to arrange works, much of this material is not directly relevant to the assessment of the open market rent.

The Landlord

21. The Landlord submits that the repair issues identified by the local authority have, for the most part, been addressed. The Landlord's position is that the works specified by the Council following its inspection have been completed and that the Property's condition has therefore improved since the defects were first reported.

22. The Landlord further relies upon correspondence from the Council's Housing Enforcement Officer and contends that, as at August 2026, all but three items of the Council's schedule of works had been completed. In relation to the remaining items, the Landlord submits that the outstanding works have not been completed due to difficulties in obtaining access to the Property when contractors were available.

23. The Landlord states that efforts have been made by both parties to arrange suitable access for the remaining works and that the delays have been notified to the Council's Housing Enforcement Officer. The Landlord therefore contends that any remaining defects are limited in scope and are the subject of ongoing arrangements for completion.

24. In summary, the Landlord's evidence is that the majority of the disrepair issues raised by the Tenant and identified by the Council have been remedied, with only a small number of outstanding items remaining. The Landlord's position is that those remaining items have not yet been completed due to access difficulties rather than any refusal to undertake the works.

25. The Landlord relies upon a number of documents in support of the proposed rent and the condition of the Property.

26. The Landlord has provided correspondence from Jared Cross, a Housing Enforcement Officer at West Northamptonshire Council, concerning a follow-up inspection of the Property. The correspondence records that the Council intended to inspect the Property on 14 August 2026 to assess whether works previously identified by the Council had been completed. The Council's correspondence lists a number of repair and maintenance items requiring attention, including matters relating to electrical and gas safety certification, smoke and carbon monoxide alarms, water staining, kitchen fixtures, soffits, guttering, mould, flooring defects and dampness investigations. The correspondence further records that, as at 24 July 2026, the Council had not received certain statutory documentation, including an Electrical Installation Condition Report and a Gas Safety Certificate.

27. The Landlord also relies upon a property market report prepared in May 2026. The report describes the Property as a three-bedroom terraced house and gives an estimated rental value of £1,275 per calendar month. The report further identifies a number of local and nearby rental properties which were being marketed or let at rents ranging broadly between £1,200 and £1,350 per calendar month and is relied upon by the Landlord as evidence of the prevailing market rent in the locality.

28. In support of the proposed rent, the Landlord has also produced particulars for several comparable rental properties in the local area. These include three and four-bedroom terraced and semi-detached properties advertised at rents between £1,200 and £1,350 per calendar month. The particulars refer to features such as gardens, parking, double glazing, gas central heating and multiple bedrooms. The Landlord relies upon these comparables to demonstrate that the proposed rent is consistent with local market evidence.

29. The remainder of the evidence consists largely of ancillary property report data, including information regarding local amenities, transport links, planning

matters, market statistics and agency particulars, much of which is of limited relevance to the Tribunal's assessment of the market rent beyond providing context for the comparables relied upon by the Landlord.

30. The subject Property is a three-bedroom terraced house with one bathroom extending to approximately 786 sq ft. The Landlord relies upon the following comparables:

    i) Laceby Walk, Lings, NN3 - Three-bedroom end-terrace house. Rent: £1,275 pcm. Garage and parking. Private garden. Located within the same broad Lings/Thorplands locality as the subject Property.

    ii) Tyes Court, Lings, NN3 -Three-bedroom end-terrace house. Rent: £1,350 pcm. Large lounge/diner and fitted kitchen. New carpets. Driveway parking. Garden. Gas central heating and double glazing.

    iii) Elton Close, The Glades, NN3 -Three-bedroom semi-detached house. Rent: £1,250 pcm. Conservatory. Driveway parking for three vehicles. Enclosed rear garden. Gas central heating and double glazing.

    iv) Three-Bedroom End-Terrace, Northampton NN3 (OpenRent) Rent: £1,350 pcm. Three bedrooms. Parking. Garden. Available furnished or unfurnished.

    v) Great Holme Court, Northampton -Four-bedroom terraced house. Rent: £1,200 pcm.

Determination and Valuation

31. 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.

32. Relying upon its own expert and general knowledge of rental values in the area, together with the comparables provided by the Landlord, the Tribunal determines that the market rent of a similar property in a similar location and in a good condition would command a market rent of £1,275 per calendar month.

33. The Tribunal found that the comparable evidence relied upon by the Landlord, to be of some assistance when determining local market rents for similar properties.

34. The property at Laceby Walk appears to be a strong comparable due to its similar location and identical bedroom count. However, it benefits from a garage and parking and there is no evidence of any disrepair affecting its rental value. On the evidence before the Tribunal, it appears to be in better condition than the subject

Property. Accordingly, whilst the headline rent of £1,275 pcm is relevant, a downward adjustment may be required if the Tenant's allegations of disrepair are accepted.

35. The property at Tyes Court is located within the same locality and has the same number of bedrooms as the subject Property. However, it benefits from recent improvements including new carpets, driveway parking and is marketed as being in good condition. It appears superior to the subject Property in terms of presentation and amenities and would therefore support a higher rental value than the subject Property.

36. The property at Elton Close although the rent is slightly lower than the proposed rent for the subject Property, this property is semi-detached and benefits from a conservatory and substantial off-road parking. It appears superior to the subject Property in terms of accommodation and amenities. If genuinely comparable, it may suggest that the proposed rent of £1,275 pcm is towards the upper end of the market.

37. Three-bedroom terraced house in NN3 This is broadly comparable as a three-bedroom terraced property within the NN3 postcode area. However, it benefits from parking and appears to be presented in good condition, with no suggestion of any disrepair. It therefore appears superior to the subject Property and would tend to support a lower figure for the subject Property if defects remain present.

38. The property at Great Holme Court is of limited assistance. It has an additional bedroom and there is insufficient information about its condition, size and amenities. It is therefore a weaker comparable.

39. The strongest comparables are likely to be Laceby Walk and **Tyes Court**, both being three-bedroom terraced properties in the immediate locality. However, the comparables relied upon by the Landlord generally appear to be properties marketed in good condition and benefiting from features such as garages, driveways, conservatories, new carpets and parking.

40. Having considered all of the evidence before the Tribunal, including the parties' submissions, the Landlord's rental comparables and market appraisal, and the evidence concerning the condition of the Property, the Tribunal determines that the open market rent for the Property is £1,050 per calendar month. Whilst the Tribunal accepts that the Landlord's comparables demonstrate that comparable three-bedroom properties in the locality are capable of achieving rents in excess of £1,200 per month, the Tribunal is satisfied that those properties were generally presented in good condition and benefited from amenities and features not shown to be present at the subject Property. The Tribunal further accepts that, at the valuation date, there remained evidence of disrepair affecting the Property, including issues relating to damp and mould, flooring defects and other repair matters which adversely affected its condition and amenity. Although the

Tribunal accepts that a number of repair works had been undertaken and that the Landlord had taken steps to address issues raised by the local authority, the evidence does not establish that all defects had been fully remedied. Taking all relevant factors into account, and making appropriate allowances for the Property's condition whilst recognising its location, size and accommodation, the Tribunal is satisfied that a fair market rent is £1,050 per calendar month.

Market rent **£1,050 pcm**

Undue hardship

41. The new rent takes effect from the date specified in the Landlord's Notice of Increase unless that would cause undue hardship to the Tenants. 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.

42. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant states that she is on a low income working part time as a cleaner and although she has some help from Universal Credit she cannot afford this increase..

43. The Tribunal accepts that any increase in rent is likely to impact upon a Tenants' 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. As such, in the absence of evidence, the Tribunal makes no finding of undue hardship.

Decision

44. Therefore, the Tribunal determines the market rent at £1,050 per calendar month with effect from 1 November 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.