	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/00GF/MRA/2026/0021
Property	19 Simpsons Walk, Horsehay, Telford, TF4 2PA
Tenant	Angela Akkor
Tenant's Representative	None
Landlord	Mr Jan Paluch and Mrs Joanne Paluch
Landlord's Address	44-46 Market St., Wellington, Telford, TF1 1DT
Landlord's Representative	Summer-Leigh Meadows of Harwood Estate Agents
Date of Application	2 July 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 R.J. Price BSc MSc MBA
Date of Decision	30 September 2026
Rent Determined	£1,900.00 per calendar month
Date the new rent takes effect	17 October 2026 (Corrected)

© CROWN COPYRIGHT

REASONS FOR CORRECTED DECISION

CORRECTED DECISION

This amended Decision is issued pursuant to Rule 50 of the (First-tier Tribunal) (Property Chamber) Rules 2013 that provides:

50. The Tribunal may at any time correct any clerical mistake or other accidental slip or omission in a decision, direction or any document produced by it, by—

(a) sending notification of the amended decision or direction, or a copy of the amended document, to each party; and

(b) making any necessary amendment to any information published in relation to the decision, direction or document.

The Tribunal Decision of 30 September 2026 incorrectly stated the effective date of rent increase to be 17 July 2026 due to accidental slip. This Corrected Decision alters paragraphs 23 and 24 of the Decision where the effective date is altered to 17 October 2026, which is the beginning of the first new period of the tenancy following the tribunal decision of 30 September 2026 in accordance with section 14ZB(3)(b) of the Housing Act 1988 as amended.

Background

1. On 2 May 2026 the landlord served notice under Section 13(2) of the Housing Act 1988 ('the Act') proposing a new rent of £1,900.00 per calendar month (pcm) in place of the existing rent of £1,700.00 pcm to take effect on 17 July 2026.

2. On 2 July 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 holds an Assured Shorthold Tenancy Agreement for a term of 12 months from 17 August 2025 that expired 16 August 2026, since when, she has been holding over by statute as an Assured Periodic tenant.

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 is 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 are no unusual terms as far as we are aware.

Inspection/Hearing

8. Neither party requested an oral hearing. The Tribunal has considered the case based on the parties' submissions and its own general knowledge and expertise.

The Property

9. The property is a detached four bedroom house with double garage on an estate of 21 houses understood to have been built around 1999 on the western fringe of Telford. It is a popular residential area and the estate generally well kept.

10. The accommodation comprises a hall with cloakroom, three reception rooms, a dining kitchen and utility on the ground floor with a landing and four bedrooms, two of which have en-suites and the others have access to a bathroom on the first floor. It has an attached double garage, driveway and front and back gardens.

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

Evidence

The Tenant

12. The tenant's objection to the proposed rent is based on the condition of the property and problems she has experienced during her tenancy. Miss Akkor advises that no improvements have been made since it was built 28 years ago. Consequently, the carpets are now threadbare, there have been problems with the gas-fired boiler resulting in a heating bill from Octopus Energy of some £5,000, the kitchen sink had cracked, the sink waste surround had corroded and the double glazing was not to current standards. Furthermore, the landlord

had refused to allow contractors to excavate the drive to put in fibre optic cable. Photographs were submitted in evidence.

13. Miss Akkor claims the Electrical Installation Condition Report ('EICR') recorded deficiencies in the system and the Energy Performance Certificate ('EPC') described the windows as 'poor'. The EPC identified that the ground floor was uninsulated which Miss Akkor said was inadequate.

14. For these reasons, Miss Akkor was of the opinion that the rental value was £1,500 pcm although provided no comparable evidence in support.

The Landlords

15. The landlords' agent advised that there had been previous tenancy agreements in joint names but the current tenancy was for sole occupancy.

16. They say the house is located on a small executive and exclusive residential development where properties are rarely advertised either for sale or let. If it were refurbished to present standards, they consider its market value would be £2,300-£2,500 pcm but they served the Notice at £1,900 pcm to reflect its current condition.

17. They submitted extracts from Rightmove showing details of 18 houses advertised to let in the area for comparable purposes at rents ranging from £1,650 pcm to £2,800 pcm. Of these, 8 had been let and 1 was under offer. Only 3 were still advertised available to let.

Determination and Valuation

18. Although various defects were reported by the tenant, it is clear from the parties' submissions that the main items have been dealt with and are no longer in issue. The kitchen sink which was originally supplied as a cast composite had been replaced by the landlord with a stainless steel sink inset to the worksurface and the boiler had been repaired by British Gas.

19. The double glazing shown in the submitted photographs was to 1990s standard rather than current standard, but the house is nevertheless double glazed and the type of glazing has been taken into account in the EPC rating in Band C. For the record, this will not become a legal requirement until 2030, until then, Band E is the legal basis.

20. There is no requirement at present for a landlord to refurbish or upgrade to current standards providing a house has all the appropriate certificates such as at least a Band E EPC rating and valid EICR which the subject house has, and

the present condition has been taken into account when assessing the comparable evidence.

21. Miss Akkor provided no comparable evidence in support of her valuation of £1,500 pcm which it is noted is £200 pcm less than the figure agreed in 2024.

22. Having assessed the parties' submissions and substantial volume of evidence comprising some 320 pages, the Tribunal finds the landlord's proposal fair and in line with the market.

Undue hardship

23. Miss Akkor advises that a rent increase would cause her hardship but has not provided sufficient evidence for the Tribunal to consider her claim warrants an award of 'undue hardship' which is the test required by s.14(7) of the Housing Act 1988. We therefore find the effective date of increase to be 17 October 2026 which is the commencement date of the first period of the tenancy following the tribunal determination, in accordance with the Housing Act 1988 as amended.

Decision

24. The Tribunal determines the market rent under section 14 of the Housing Act 1988 at £1,900.00 per calendar month with effect from 17 October 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.