	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00KA/MRA/2026/0095
Property	Flat 24, The Picture House Apartments, 34 Gordon Street, Luton, Bedfordshire LU1 2EJ
Tenant	Matthew Durand
Landlord	Picture Maison Limited
Landlord's Address	60 Welbeck Street, London W1G 9XB
Landlord's Representative	HCGB Services Limited
Date of Application	24th August 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Nicol Dr J Wilcox
Date of Decision	12th November 2026
Rent Determined	£1,100
Date the new rent takes effect	1st December 2026

REASONS FOR THE DECISION

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Background

1. On 30th June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,250 per calendar month (pcm) in place of the existing rent of £1,095 pcm to take effect from 1st September 2026.

2. On 24th August 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 1st September 2025 for a term of 12 months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per sections 9A to 11 of the Landlord and Tenant Act 1985.

Liability for Council Tax

5. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Determination

6. 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

7. The Property is a flat, offering the following accommodation:one bedroom, a kitchen and living area, a bathroom, a hallway, and some fitted cupboards. There is a communal courtyard outside. The property is let on a furnished basis with furniture including a couch, one bed with a mattress, two bed tables, one glass table with two chairs, one washer dryer, one dishwasher and one fridge freezer.

Evidence

8. Both the Tenant and the Landlord provided written submissions.

The Tenant

9. The Tenant made the following comments:

    a) The washing machine was damaged on moving in and so had to be replaced. The kitchen sink pipework was also damaged/leaking after a few weeks so had to be replaced. The toilet lid was broken, but also needed sealing at the back. The toilet roll holder is damaged (not replaced or repaired). The kitchen oven extractor fan was non-functional so had to be changed. Some issues with one of the wall power sockets not connecting to the satellite signal so had multiple visits to get it working. The mattress was not fit for usage on arrival so it had to be replaced which took a week so could not sleep in the property in that period.
    b) Viewing online average prices in Luton Central, it varies between £850 to £1,150 per month. I don't see the justification for a £150 increase, which is 12% increase and way above the current rate of interest rates and inflation. considering any type of improvement within the building, other than a concierge that rarely appears, and which was demanded by many residents due to the unsafety element of the building allowing vagrants and unwanted people (some homeless) being able to gain access to the building on a regular basis. Having to pay £80/month to park my car does not help with the costs I have to incur on a month by month basis in conjunction with my own monthly outgoings. This increase will make it more difficult for me to control my budget for the month.

10. As the Tribunal understands it, the Tenant's complaints have been addressed, or mostly addressed, by the Landlord. While it is understandable that they bothered the Tenant at the time they happened, they are the kinds of things which should be present temporarily and should not affect the general level of the rent.

11. In terms of rental evidence, the Tenant had provided screenshots from the RightMove website for properties in the following locations:
    - John Street, £1,150
    - Rothesay Road, £1,085
    - Stirling Drive, £1,100 – This property was less helpful, being further away from the central location where the Property is.
    - Cardiff Grove, £1,100 – Unlike the other comparables from both parties, this was a conversion rather than a purpose-built flat, and so also not so useful.

The Landlord

12. The following comparables, also screenshots from the RightMove website, were provided by the Landlord:

    a) Batterson House £1,200 pcm, including a mezzanine level.
    b) Gordon Street, £1,270 pcm, parking available at extra cost.

c) New Bedford House, £1,200, including heating costs, a study, an on-site gym, a communal lounge, and bike storage.
d) King Street, £1,275, including bills.

Determination and Valuation

13. The principal problem with the parties' comparables is that they were asking rents, not rents achieved. In some new properties, such as the Picture House Apartments, rents are advertised on a dynamic basis where they vary from time to time which exacerbates the problem of the rents only being asking rents rather than rents achieved. Also, the Landlord's comparables had additional facilities, albeit to differing extents and there was a lack of information on room dimensions and condition.

14. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Parties, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,100 pcm.

15. From this level of rent, the Tribunal has made no further adjustments.

Undue hardship

16. The new rent takes effect from the next rental period unless that would cause undue hardship to the Tenant. In cases of undue hardship, the Tribunal has a discretion to fix a starting date up to two months later.

17. The Tenant complained that the rent sought by the Landlord would make it very difficult for him to manage his expenses but did not provide any material evidence of undue hardship. The Tribunal is satisfied that the new rent would not cause undue hardship and accordingly sets the starting date for the new rent as 1st December 2026.

Decision

18. Therefore, the Tribunal determines the market rent at £1,100 per calendar month with effect from 1st December 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.