	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**CAM/00KC/MRA/2026/0075**
Property	**32 Teasel Crescent, Houghton Regis, LU5 6SF**
Tenants	**Petra Cerna** **Maciej Piwnik**
Tenants' Representative	**N/A**
Landlord	**Sigma PRS Investments (Houghton Regis) Limited**
Landlord's Address	**c/a Ascend Properties, Stafford Court, 145 Washway Road, Sale, M33 7PE**
Landlord's Representative	**Ascend Estates LTD**
Date of Application	**10 August 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Banks** **Dr Jan Wilcox FRICS**
Date of Decision	**5 November 2026**
Rent Determined	**£1,765 per calendar month**
Date the new rent takes effect	**17 November 2026**

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REASONS FOR THE DECISION

Background

1. On 27 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,835 per calendar month(pcm) in place of the existing rent of £1,625 pcm to take effect from 17 August 2026.

2. On 10 August 2026, under Section 14 (A3) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

3. The tenancy commenced on 17 July 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 curtain and white goods specified below) and the costs relating to the same

5. None.

Liability for Council Tax

6. The Tenants are 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.

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 comprising of 3 bedrooms, 2 bathrooms, a downstairs wc, kitchen and living room. It appears from the images to be on a modern housing development with the benefit of off-street parking and a car port. To the rear of the property is a small but easily maintainable garden. The images show the property benefits from wood effect flooring downstairs and in the bathrooms and carpets elsewhere. The image of the kitchen shows built in appliances such as an oven and a fridge freezer.

Evidence

10. The parties completed the relevant MR1 (tenant) an MR2 (landlord).

The Tenants

11. The Tenants consider the proposed rent increase from £1,625 to £1,835 per month to be excessive and above the current open market rent. The Tenants note that they have occupied the property for approximately one year and that the proposed increase of £210 per month (12.9%) would increase the annual rent from £19,500 to £22,020.

12. The Tenants submit that an equivalent 3-bedroom house of the same house type/development is currently advertised for £1,765 for new tenants. The Tenants also cite similar 3-bedroom houses advertised for £1660 pcm in the same area. The Tenants believe that these comparables indicate a market rent in the region of £1,660 to £1,765 per month and therefore contend that the proposed rent of £1,835 per month exceeds the reasonable open market value. The Tenants ask the Tribunal to determine a fair market rent based on the comparable evidence provided.

13. The Tenants also raise concerns regarding a number of repair and maintenance issues experienced during the tenancy, including:

    - Pipe leak under the sink (15 August 2025);
    - Heating issues (16 September 2025, 31 October 2025 and 11 November 2025);
    - Fridge/light issue (22 January 2026);
    - Hot water failures (17 February 2026 and 19 February 2026); and
    - Water pressure issues (23 March 2026).

14. The Tenants rely on these repair issues as relevant background when assessing the appropriateness of the proposed rent increase.

15. The Tenants relied upon screenshots of four purported comparable properties. However, the information provided for each comparable was limited to an exterior photograph, the number of bedrooms, the advertised rent, the deposit, and the council tax band. The Tribunal was therefore unable to undertake a meaningful comparison between those properties and the subject Property. No floor plans, dimensions, or internal photographs were provided, nor was there any evidence of when the properties were advertised. As such, the Tribunal could place only limited weight on the comparables relied upon by the Tenants.

16. The Tenants did, however, provide a floor plan of the subject Property which included dimensions. This demonstrated that the Property is arranged over three storeys and comprises an open-plan living, dining and kitchen area on the ground floor, two bedrooms and a bathroom on the first floor, and a substantial principal bedroom on the second floor incorporating a dressing room and en suite bathroom.

17. Of the comparables supplied, one was located on the same road as the subject Property. However, it appeared from the exterior photograph to be a two-storey property. Whilst no information was provided concerning the internal layout of that dwelling, the exterior image did not show a rooflight or other indication of accommodation within the roof space. By contrast, the subject Property benefits from a third-floor principal bedroom suite. Only one of the comparables, the property at Harebell Gardens, appeared to have accommodation within the roof space as evidenced by the presence of a rooflight. That property was advertised at a monthly rent of £1,765.

The Landlord

18. The Landlord submitted that the proposed rent of £1,835 per month reflected the open market rental value of the Property as at the effective date of the section 13 notice and was intended to bring the rent into line with prevailing market levels for comparable properties. The Landlord described the Property as a three-bedroom mid-terrace house of the "Stamford Up" design extending to approximately 1,248 square feet, arranged over three storeys with two bathrooms, a garden, off-road parking and a range of white goods included within the tenancy.

19. The Landlord also addressed the repair issues raised by the Tenant. It submitted that maintenance requests had been dealt with through its reporting system and provided details of issues relating to hot water pressure, heating, a faulty fridge light and thermostat controls. The Landlord stated that the Tenant had not made any formal complaints since the last rent review.

20. In support of the proposed rent, the Landlord relied upon three comparables. The first was a three-bedroom semi-detached property at Waterslade Way,

approximately 1.24 miles from the subject Property, extending to 1,014 square feet and advertised at a rent of £1,850 per month. The Landlord noted that this property was smaller than the subject Property but was being marketed at a slightly higher rent.

21. The second comparable was a three-bedroom end-terrace property at Sewell Springs, approximately 1.05 miles from the subject Property, advertised at £2,300 per month. No floor area was provided for that property. The Landlord asserted that it appeared similar in size to the subject Property and submitted that it was being marketed at a significant premium.

22. The third comparable was a property at Harebell Gardens, located approximately 0.2 miles from the subject Property. This was described as a three-bedroom semi-detached house extending to 1,005 square feet for which a rent of £1,840 per month had been achieved on 28 June 2026 following a rent review. The Landlord described it as a similar-style property situated on an adjacent estate.

23. The Landlord also provided an indicative brochure for its "Stamford Up" house type. Although the brochure was not specific to the subject Property, it showed a three-storey layout comprising an open-plan living/dining room and kitchen on the ground floor, two bedrooms and a bathroom on the first floor, and a principal bedroom with an en-suite bathroom occupying the upper floor.

24. The Landlord submitted that this evidence demonstrated that a rent of £1,835 per month was consistent with market rents being achieved and sought within the local area and was therefore a reasonable market rent for the Property.

Determination and Valuation

25. The Tribunal's task is to determine the rent which the Property might reasonably be expected to achieve if let on the open market by a willing landlord under an assured periodic tenancy on the same terms as the existing tenancy, disregarding the personal circumstances of the parties.

26. 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.

27. The Tribunal considered the evidence provided by both parties in relation to comparable properties. The Tribunal found the property at Harebell Gardens to be the most reliable and helpful comparable. Both parties relied upon that property and the available images indicated that it was of a similar style and layout to the subject Property, including accommodation within the roof space. The Landlord also described the property as being of a similar type to the subject Property. The Tribunal therefore attached significant weight to this comparable.

28. The Tribunal attached limited weight to the other comparables relied upon by the Tenant. The information provided consisted primarily of screenshots showing the exterior of the properties, the number of bedrooms, the advertised rent, deposit and council tax band. No floor plans or dimensions were provided and the properties did not appear to have accommodation on a third floor providing a principal bedroom suite comparable to that found at the subject Property. The Tribunal was therefore unable to be satisfied that those properties were sufficiently similar to assist in determining the market rent.

29. The Tribunal similarly attached limited weight to the comparables relied upon by the Landlord at Waterslade Way and Sewell Springs. The evidence consisted of screenshots from Rightmove showing the number of bedrooms and bathrooms, the distance from the subject Property and the advertised rent. No dimensions or floor plans were provided. In addition, the properties did not appear from the limited information available to be closely comparable to the subject Property and were located further away from it. The Tribunal was therefore unable to place significant reliance upon those properties.

30. Whilst the Landlord submitted that a comparable property at Harebell Gardens had achieved a rent of £1,840 per month, the Tribunal attached little weight to that assertion. No supporting evidence was provided to demonstrate that the property had in fact been let at that figure or to enable the Tribunal to assess the precise similarities between that property and the subject Property.

31. In the circumstances, the Tribunal found that the most persuasive evidence before it was the Tenant's comparable at Harebell Gardens, which was advertised at a rent of £1,765 per month. Given that both parties relied upon that property as being comparable to the subject Property, and in the absence of more compelling evidence to justify a higher figure, the Tribunal concluded that £1,765 per month represented the rent which the Property might reasonably be expected to achieve on the open market.

32. Accordingly, the Tribunal determines the market rent for the Property to be £1,765 per calendar month**.**

33. The Tribunal considered whether any adjustment should be made to the market rent to reflect the repair issues raised by the Tenant. The Tenant provided evidence of a number of maintenance issues occurring during the tenancy, including problems relating to plumbing, heating, hot water, a fridge light and water pressure. The Tribunal accepts that these issues arose from time to time. However, the Tribunal notes that, in the context of an ongoing tenancy, it is not unusual for items requiring repair or maintenance to arise periodically.

34. The Tribunal was not provided with evidence establishing that any of the reported issues remained outstanding at the relevant valuation date or that the Landlord had failed to remedy them within a reasonable period. The Landlord's

evidence was that the reported repairs had been addressed. Furthermore, the photographs of the Property provided by the Tenant showed the interior to be in good condition and did not disclose any obvious disrepair, deterioration or defect affecting the rental value of the Property.

35. In those circumstances, the Tribunal is not satisfied that the condition of the Property at the relevant date justified any reduction to the market rent. Accordingly, no adjustment has been made to the market rent to reflect the repair issues raised by the Tenant.

Open-Market Rent **£1,765 pcm**

Undue hardship

36. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to two months after it makes its determination.

37. The Tenants have asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship but has provided no explanation as to how any increase would cause such hardship.

38. The threshold for demonstrating undue hardship is high. The Tenant has produced no explanation or evidence to support their application. On that basis the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.

39. The Tribunal determines the new rent amount at £1,765 per calendar month with effect from 17 November 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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 after 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.