	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**CAM/00KA/MRA/2026/0078**
Property	**Flat 62, Gordon Street, Luton, LU1 2EJ**
Tenant	**Sangeetha Kumar** **Ronit Bhatia**
Tenant's Representative	**N/A**
Landlord	**Picture Maison Limited**
Landlord's Address	**60 Welbeck Street, London, W1G 9XB**
Landlord's Representative	**HCGB Services Ltd**
Date of Application	**13 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	**£1,100 per calendar month**
Date the new rent takes effect	**1 December 2026**

© CROWN COPYRIGHT

REASONS FOR THE DECISION

Background

1. On 7 July 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,270 per calendar month(pcm) in place of the existing rent of £1,050 pcm to take effect from 11 September 2026.

2. On 13 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 11 August 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.

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. The application sets out that the Property was furnished with a sofa, TV stand, bed, mattress, wardrobe, bedside tables, dining table, round corner table and 2 chairs.

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 fifth floor flat with one bedroom, a storage room and an open kitchen and living area featuring integrated appliances including a fridge/freezer, dishwasher and washer/dryer. The Property benefits from electric heaters, double glazing, laminate flooring throughout save for the bedroom which is carpeted. To the exterior of the Property there is a small balcony.

Evidence

10. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant

11. The Tenants contend that the appropriate open market rent is £1,100 per month, rather than the Landlord's proposed rent of up to £1,270 per month. The Tenants accept that the flat has been refurbished but submit that a number of factors adversely affect its rental value.

12. The Tenants' principal concerns relate to the building as a whole. They report ongoing security problems, including repeated incidents of unauthorised access by homeless individuals, occupation of communal areas, theft of parcels, vandalism within communal areas, and delays in repairing damaged entrance doors. The Tenants submit that these issues materially reduce the desirability of the property when compared with similar flats in secure and well-managed buildings.

13. The Tenants also raise concerns regarding the management and maintenance of the property, stating that they were advised that maintenance call-outs could result in an £85 charge. They say this discouraged them from reporting maintenance issues and reduced the overall standard of maintenance. In addition, the property does not benefit from allocated parking, which the Tenants say places it at a disadvantage compared with some competing properties.

14. In response to the Landlord's comparable evidence, the Tenants make five principal submissions:

    i. Allocated parking: The Tenants state that the comparable property within the same building is advertised as having allocated parking, whereas the subject property has none. They also say that when they viewed the property prior to the tenancy, an advertisement incorrectly stated that parking was included. The Tenants therefore question the reliability of the comparable

advertisement and submit that it should not be treated as directly equivalent.

ii. Quality of comparables: The Tenants argue that other comparables relied upon by the Landlord, including properties in Hatter Court and King Street, appear to be finished and presented to a materially higher standard than the subject property and are therefore not true like-for-like comparisons.

iii. Marketing photographs and furnishings: The Tenants submit that photographs used in the comparable advertisements appear to be the same as those used when the subject property was marketed. They state that some furniture shown in those photographs was not actually provided with their tenancy and note that the advertisement itself states the photographs may not depict the exact flat. They therefore argue that the images are not a reliable representation of the comparable accommodation.

iv. Advertised rents versus achieved rents: The Tenants submit that the Landlord's evidence appears to consist of advertised asking rents rather than evidence of rents actually achieved. They ask the Tribunal to place limited weight on advertised figures unless supported by evidence of completed lettings.

v. Delayed maintenance: The Tenants state that repairs expected to be completed before the tenancy commenced remained outstanding at the start of the tenancy. They refer to email correspondence which they say confirms those delays and submit that this reflects both the condition of the property and the standard of management.

15. Overall, the Tenants maintain that the Landlord's evidence does not justify a rent of £1,200 to £1,270 per month and contends that £1,100 per month is the more appropriate market rent having regard to the property's condition, management, security issues, lack of parking and the limitations of the Landlord's comparable evidence.

16. The Tenants provided an inventory and schedule of condition dated 11 August 2025 together with accompanying photographs of the Property. The inventory records the Property as having been cleaned to a good domestic standard and generally describes the accommodation, fixtures, fittings and furnishings as being in good condition. The inventory notes a number of minor issues, including bird waste to the balcony, marks to the toilet waste, small stains and loose debris to the bedroom carpet, stains to the mattress, minor marks and chips to an internal door, a chip to the balcony door handle, dust to the balcony threshold and extractor fan cover, and a crack to a lower shelf within the fridge door.

17. The Tenants also relied upon email correspondence exchanged with the Landlord's agents shortly before and after the commencement of the tenancy.

The correspondence records that certain works remained outstanding before occupation, including replacement of the mattress and repair of the fridge door shelf. The Tenants agreed to contractors attending after the tenancy commenced in order to facilitate an earlier move-in date. Subsequent correspondence dated 15 August 2025 and 22 August 2025 refers to the mattress not having been replaced and to a report that the bathroom sink was not draining properly. The Tenants sought updates regarding the completion of those works.

18. The Tenants relied upon three rental advertisements obtained from online property portals in support of their contention that the market rent should be lower than that proposed by the Landlord. The comparables were as follows.

i. Barons Court, Earls Meade, Luton

This property was advertised at £1,000 per calendar month. It comprised a one-bedroom apartment extending to approximately 495 square feet and was offered either furnished or unfurnished. The advertisement described the property as being situated within a private secure block and referred to access to a residents' gym, proximity to Luton Station, Wardown Park and local shops, bars and restaurants, together with excellent transport links. The property was marketed by Lotus Carlton, Luton. The property is located approximately 1 mile from the subject Property.

ii. Batterson House, Luton, LU1

This property was advertised at £1,100 per calendar month. It comprised a furnished one-bedroom flat within a converted former hat factory located in central Luton. The advertisement referred to a balcony with double French doors, a fully equipped kitchen, a modern bathroom, a washing machine, a secure residential building and convenient access to Luton Station, local amenities and transport connections to London. The advertisement stated that no parking was available. The property was marketed through OpenRent. Batterson House is located approximately 0.4 miles from the subject Property.

iii. Biscot Road, Luton, Bedfordshire, LU3 1AH

This property was advertised at £1,000 per calendar month. It comprised a furnished one-bedroom flat. The advertisement referred to off-street parking, water and internet being included within the rent, immediate availability and convenient access to Luton town centre and the railway station. The property was also described as having been freshly decorated. The property was marketed by Penrose Estate Agents, Luton. The property is located approximately 1.4 miles from the subject Property.

19. In addition, the Tenants produced a copy of the Landlord's marketing particulars for the subject Property. The advertisement described the Property as a one-bedroom apartment within Picture House, advertised at £1,270 per month. The particulars referred to the Property as benefiting from allocated parking and stated that the photographs were representative of the style and finish of the accommodation and might not depict the exact apartment available.

The Landlord

20. The Landlord described the Property as a well-located one-bedroom apartment extending to approximately 544 square feet and situated in a prime location. The Landlord stated that, based upon current market conditions and rents being achieved for comparable one-bedroom properties in the area, the appropriate rental range for the Property was between £1,200 and £1,270 per calendar month.

21. The Landlord did not agree with the rent proposed by the Tenants and maintained that the market evidence supported a higher rental figure. The Landlord stated that, having considered the prevailing market conditions, an offer had already been made to reduce the proposed increase and fix the rent at £1,200 per calendar month. The Landlord submitted that this figure represented the lower end of the range currently being achieved for comparable properties.

22. The Landlord therefore contended that a rent of £1,200 per calendar month was appropriate for the Property having regard to its location, size and the rents being achieved for comparable one-bedroom properties in the local market.

23. The Landlord relied upon three rental advertisements sourced from Rightmove in support of the proposed market rent. The subject Property is located at Picture House, Gordon Street, Luton, LU1.

i. Hatters Court, LU1

This property was advertised at £1,200 per calendar month. It comprised a one-bedroom furnished apartment and was marketed as having an entry intercom system, white goods, an open-plan living area, a double bedroom and a Jack and Jill style bathroom with a bath and separate shower cubicle. The property was advertised through Rightmove by Connells Lettings, Luton. Hatters Court is located approximately 0.3 miles from the subject Property.

ii. King Street, Luton, LU1

This property was advertised at £1,275 per calendar month. It comprised a one-bedroom furnished flat situated within Luton town centre. The advertisement

stated that most bills were included within the rent, excluding council tax, and that the property was within walking distance of the railway station and busway. No parking was available. The property was advertised through Rightmove by OpenRent. King Street is located approximately 0.2 miles from the subject Property.

iii. Picture House, Gordon Street, Luton, Bedfordshire, LU1

This property was advertised at £1,270 per calendar month. It comprised a one-bedroom furnished apartment extending to approximately 565 square feet. The advertisement referred to an open-plan living area, a modern kitchen with integrated appliances, lift access and allocated parking at an additional cost. The property was advertised through Rightmove by HC-GB. This comparable was located within the same Picture House development as the subject Property.

Determination and Valuation

24. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.

25. 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.

26. Having considered all of the evidence, the Tribunal determines the market rent for the Property to be £1,100 per calendar month.

27. In reaching that conclusion, the Tribunal has considered the comparable evidence provided by both parties. The Tribunal found the Tenants' comparable at Batterson House, Luton to be the most persuasive and the closest comparable to the subject Property. The property was advertised as a furnished one-bedroom flat, located within a converted former hat factory in central Luton, and benefitted from a balcony. These characteristics closely reflected those of the subject Property.

28. The Tribunal attached less weight to the Tenants' remaining comparables. The property at Barons Court, Earls Meade, Luton was advertised as being furnished

or unfurnished and made no reference to a balcony. Similarly, the property at Biscot Road, Luton did not appear to benefit from a balcony and included features such as off-street parking and the inclusion of water and internet costs within the rent which distinguished it from the subject Property.

29. Turning to the Landlord's comparables, the Tribunal attached little weight to the property at King Street, Luton. The advertisement stated that the rent was inclusive of most bills, excluding council tax, and we do not therefore consider it to provide a reliable comparison with the subject Property.

30. The Tribunal also attached limited weight to the property at Hatters Court, Luton. Whilst the property was broadly similar in location and accommodation type, the advertisement made no reference to a balcony and described a bathroom benefitting from both a bath and a separate shower cubicle, features which distinguish it from the subject Property.

31. The strongest of the Landlord's comparables was the apartment within the Picture House development on Gordon Street. However, the evidence consisted only of an advertisement showing the asking rent of £1,270 per month. The representative acting for the Landlord is also the agent marketing that property. The Tribunal considers that evidence of the rent actually achieved for that property, and for other apartments within the same development managed by the Landlord's agent, would have been available to the Landlord had they wished to provide it. No such evidence was produced. In those circumstances, we attach limited weight to the advertised asking rent alone.

32. Further, whilst the Landlord stated in the reply form that the subject Property extends to approximately 544 square feet, the comparable apartment within the Picture House development was advertised as extending to approximately 565 square feet. On the evidence before the Tribunal, the comparable therefore appears to be larger than the subject Property.

33. The Tribunal also considered whether any adjustment should be made to reflect the condition of the Property. The Tenants relied upon photographs and other evidence in support of their case. However, the photographs provided by the Tenants were of relatively poor quality and we were unable to attach significant weight to them. The inventory and accompanying photographs provided a clearer record of the condition of the Property and appeared to show a modern apartment in good condition. The Tribunal was not satisfied on the evidence that there was any disrepair or condition issue which would justify an adjustment to the market rent.

34. Drawing all of the evidence together, the Tribunal considers that the most reliable comparable is the property at Batterson House, Luton, which was advertised at £1,100 per calendar month. The Tribunal is satisfied that this figure accurately reflects the open market rent for the subject Property and, in the

absence of any factor warranting adjustment, determines the market rent to be £1,100 per calendar month.

Open-Market Rent **£1,100 pcm**

Decision

35. The Tribunal determines the new rent amount at £1,100 per calendar month with effect from 1 December 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.