	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/17UK/MNR/2026/0117**
Property	**20 Warren Hill, Newhall, Swadlincote DE11 0PY**
Tenant	**Eiesha Vinodrai Patel**
Tenant's Representative	**None**
Landlord	**Justin Martin Burton**
Landlord's Address	**c/o Cope & Co**
Landlord's Representative	**Laura Clarke** **Cope& Co**
Date of Application	**30 April 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge T N Jackson** **Mr C Birds JP FRICS**
Date of Decision	**17 November 2026**
Rent Determined	**£865 per calendar month**
Date the new rent takes effect	**10 June 2026**

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REASONS FOR THE DECISION

Background

1. On 3 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £865 per calendar month (pcm) in place of the existing rent of £825 pcm to take effect from 10 June 2026.

2. On 30 April 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 10 May 2023 for a period of 12 month and then rolled over on a monthly basis. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per the tenancy agreement and 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 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. An inspection and hearing were arranged for 17 November 2026, but on 27 October 2026, the Tribunal was advised that the Tenant had vacated the Property. The Tribunal has considered this case based on the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is a modern terraced house, comprising on the ground floor a living room with open stairs, kitchen and downstairs wc, and on the first floor, two bedrooms and a bathroom. Outside, there is a drive and a rear garden. The Property benefits from gas central heating, double glazing, laminated floors in the kitchen and bathroom and carpet in the living room and bedrooms. The Property is situated within an established residential area of Newhall, Swadlincote, within South Derbyshire. The house forms part of a predominantly residential street comprising a mixture of terraced, semi-detached and detached housing. Local shops, schools and other everyday amenities are available within the surrounding area, with public transport connections serving the wider Swadlincote and Burton-on-Trent area.

Evidence

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

The Tenant.

11. The Tenant made the following comments:

a) They had not carried out any improvements or repairs;
b) One ring out of four on the gas hob had been reported as not working effectively 2 years ago but nothing had been done;
c) The kitchen cupboards would not clean effectively;
d) £725 a month was reasonable when they had moved in but they did not think it was fair to pay more when there was outstanding work the Landlord needed to do on the Property.

12. The Tenant did not provide comparable rental evidence but considered that the rent should be £725.They provided photos of the interior and exterior of the Property.

The Landlord

13. The Landlord made the following comments:

a) All reported maintenance issues had been dealt with and they provided copy invoices, including the replacement of the cooker in August 2025; plumbing work in September 2025; the repair of a leak from the water meter and waste pipes under the sink in March 2026 and the installation of new shower rail, reseal of bathroom sink and pedestal in April 2026: The faulty

ring on the hob had never been reported but a contractor had now been instructed to repair.

14. The Landlord did not provide comparable rental evidence but commented that the proposed rent was based on:

    a) Comparable rental properties advertised and/or let locally at similar rental levels;
    b) Their recent lettings of similar properties in the area;
    c) Current market evidence demonstrating continued rental demand and market growth within the locality; and
    d) The Property is considered to be in line with comparable accommodation in the area and the proposed rent is consistent with what a willing tenant would reasonably be expected to pay on the open market at the valuation date.

Tenant's reply.

15. In response, the Tenant commented that:

    a) The carpets didn't have underlay and were very hard. The garden did not have a back exit. There are no keys for the windows to lock them. The kitchen and bathroom need updating. The second room has a dip in the carpet which isn't safe for their child. The space isn't big and is not worth the price of the Property

Determination and Valuation

16. 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.

17. As neither party provided rental evidence of comparators, relying on its own expertise, and general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £865 pcm. This is the rent we would expect the Property to let for in the open market including having white goods and curtains provided by the Landlord.

18. The Tenant raised disrepair, namely one ring not working on the hob and the kitchen cupboards not being able to be cleaned effectively. However, the Tenant did not provide any evidence to support these assertions. In the light of the evidence of the regular repairs carried out by the Landlord, we prefer their assertion that the ring had not been reported by the Tenant. The Tenant did not produce any evidence of disrepair of the kitchen cupboards and we can see no disrepair in the photographs provided by the Tenant. The Tenant has not produced any evidence that she has raised with the Landlord the matters referred to in paragraph 15a) above and therefore we have not taken those matters into account. In our opinion, the photos show a modern property in overall good condition and they do not suggest that the kitchen and bathroom need updating. We therefore did not make any adjustments to reflect disrepair. As the Tenant did not make any improvements, no adjustment to the open market rent of £865 was required.

Market rent **£865 pcm**

Undue hardship

19. The new rent takes effect from the date specified in the Landlord's notice of increase 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 the date a Tribunal makes its determination.

20. The Tenant says they will be caused undue hardship because of difficulty with money. They have a young child (who is going through an autism assessment) and cannot afford the rent proposed. They will have to present themselves as threatened with homelessness at the council and will need the opportunity to seek alternative housing.

21. The Landlord commented that there was a change of tenancy in May 2025 where the Tenant's partner was removed from the tenancy. If the Tenant felt they could not afford to continue the tenancy solely and pay the rent, then they should have not continued with the tenancy at that point.

22. The Tribunal accepts that an increase in rent may create financial pressure for the Tenant. However, the threshold for demonstrating undue hardship is high. A mere assertion of undue hardship is not sufficient (*Anderson v Kokins v Kokina [2024] UKUT 91(LC))*. The Tenant has produced no evidence to support their assertion, such as information regarding income, expenditure, benefits, liabilities or other financial circumstances.

23. As a result of our decision, the rent will increase by £40 a month. The date specified in the Landlord's notice was 10 June 2026. On the basis of the lack of

evidence supplied by the Tenant regarding finances, the Tribunal considers that for the increase to take effect from the date in the Landlord's notice would not cause undue hardship and accordingly sets the starting date for the new rent as 10 June 2026.

Decision

24. Therefore, the Tribunal determines the market rent at £865 per calendar month with effect from 10 June 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.