	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/37UH/MRA/2026/0069**
Property	**53 Laura Avenue, Nottingham NG5 5WY**
Tenant	**Xiao Wang** **Shijia Li**
Tenant's Representative	**None**
Landlord	**TPG UK PRS Trustee 1 Limited**
Landlord's Address	**c/o Ascend Properties, Stafford Court, 145 Washway Road, Sale, Manchester, M33 7PE**
Landlord's Representative	**Claire Charlton** **Ascend Living/ Ascend Properties**
Date of Application	**6 August 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge T N Jackson** **Mr C Birds JP FRICS**
Date of Decision	**20 November 2026**
Rent Determined	**£1190 per calendar month**
Date of Valuation	**29 September 2026**
Date the new rent takes effect	**29 November 2026**

© CROWN COPYRIGHT

REASONS FOR THE DECISION

Background

1. On 10 June 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1190 per calendar month(pcm) in place of the existing rent of £ 1155 pcm to take effect from 29 September 2026.

2. On 6 August 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

3. The tenancy commenced on 29 September 2025 for a term of 12 months at a rent of £1155. 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.

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 modern house, situated within a new-build development. It comprises, on the ground floor, open plan kitchen and living room, wc and on the first floor, 2 bedrooms and a bathroom. Outside there is a small garden and off- road parking.

10. The Property benefits from gas central heating and double glazing. It has carpeted stairs, landing and bedrooms, with laminate flooring throughout the ground floor and fitted blinds where applicable. The Property is provided with white goods comprising an integrated washer-dryer, integrated dishwasher, oven, hob and fridge-freezer.

11. The Property is situated on Laura Avenue, within the established residential area, to the north of Nottingham city centre. The surrounding area comprises predominantly modern residential housing, with local shops, schools and recreational facilities nearby, together with access to public transport and road links providing connections to Nottingham city centre and surrounding suburbs.

Evidence

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

The Tenant

13. The Tenant made the following comments:

    a) They were unsure if they had made any improvements or repairs to the Property.

    b) The Tenant considers that £1,050 pcm is a reasonable open market rent for the Property. Similar properties in the same or nearby area are generally available for approximately £1,000 pcm. In June 2026, the same letting agent was still advertising or letting the same Property at £1,155 pcm. However, at around the same time, the Landlord proposed increasing the rent for the Property to £1,190 pcm upon renewal. This suggests that the proposed renewal rent is above the rent being sought for comparable newly available properties.

    c) On 23 September 2026, the Landlord's agent advertised a 2 bedroom Property in Padstow listing at £1,175 pcm. The listing also advertises a "third month rent free" promotion for selected homes, subject to stated

conditions. If the property qualifies and the offer is taken up, the rent paid over the first 12 months would be £12,925 (£1,175 × 11), equivalent to approximately £1,077.08 pcm over that period. The advertised ongoing monthly rent remains £1,175.

d) The previous contractual rent for the Property was £1,155 per month, with the first month rent-free, giving an effective average of approximately £1,058.75 per month over the initial 12-month term. Taking the Property's features and the rents of comparable local properties into account, the Tenant considers £1,050 pcm to be fair.

e) The Property does not have a premium that would justify a rent above comparable properties in the local area. The Property does not have a reliable water supply from December 2025. There is regularly no hot water available in the evenings. This is an ongoing issue and affects the normal use and amenity of the Property. The issue has been reported to the letting agent, but it has not yet been resolved.

f) The Tenant provided a floor plan and photos of the interior and exterior of the Property.

14. The Tenant provided the following comparables following research online of 2 bedroom properties in postcode NG5 5WU up to £1250.

a) Ravensworth Road- semi-detached advertised at £950 pcm;
b) Hadbury Road- semi-detached advertised at £1,075 pcm;
c) Prior Road, Daybrook – terraced house advertised at £925 pcm;
d) Atkin Drive, New Basford- terraced house advertised at £1,000 pcm;
e) Atkin Drive, New Basford- terraced house advertised at £1,000 pcm;
f) Padstow- terraced house advertised at £1,155 pcm;
g) Bramble Close, NG6- semi-detached house advertised at £930 pcm;
h) Bramble Close NG 6- semi -detached house advertised at £ 3930 pcm;

The Landlord

15. The Landlord made the following comments:

a) The proposed rent increase is £35 per month, representing an increase of approximately 3.0%.

16. In relation to rental evidence of comparables:
a) the Landlord has considered current and recent rental evidence for comparable two-bedroom houses within a two-mile radius of NG5 5WY and has provided a Rightmove Best Price Guide covering properties

marketed between 29 June 2026 and 29 September 2026 including properties on the same development as the Property;

b) The market evidence demonstrates comparable two-bedroom houses being advertised within a range of approximately £1,195 to £1,325 per calendar month, with a significant number of these properties subsequently recorded as Let Agreed and the properties being marketed for very short periods before they were let. Of particular relevance, a two-bedroom semi-detached house in Padstow, Nottingham, NG5 was marketed at £1,195 pcm and recorded as Let Agreed. The property was advertised as including parking, a rear garden, appliances and a contemporary kitchen. Further comparable evidence includes two-bedroom houses within the wider two-mile search area marketed and/or let agreed at £1,200, £1,250, £1,275, £1,300 and £1,325 pcm;

c) The proposed rent of £1,190 pcm is therefore at the lower end of the comparable rental evidence supplied and is below the asking rents of the majority of the comparable two-bedroom houses identified. The Landlord considers that £1,190 pcm represents a reasonable open-market rent for the property having regard to its location, accommodation and the current rental evidence available;

d) The Landlord provided details of Collingham Crescent, Ridgeway, NG5 9DF, a 2 bedroomed terraced house where the rent was agreed through the Landlord's representative at £1200 pcm;

e) The Landlord considers that the modern specification, included appliances and associated amenities further support the proposed rent, particularly when considered against the comparable properties identified within the submitted Rightmove Best Price Guide.

Tenant's reply

17. The Tenant comments that:

a) Many of the properties in the Rightmove BestPrice Guide are outside the immediate area of Bestwood and therefore a different locality to the Property;
b) Rents in Bestwood are often £1000 pcm;
c) A two bedroom house in Padstow, Bestwood is advertised by the Landlord's letting agent on 23 September 2026 at £1175 which therefore appears to be a cheaper rent for a new tenant than for existing tenants. The listing also advertises a third month rent free promotion;

d) No fitted blinds were provided and the Property does not have car parking space compared to the Landlord's comparables which have space for at least two cars. Whilst it has an EV charger at the front of the house, there is only a narrow passage at the side of the house leading to the garden and therefore the charger cannot be used.

Determination and Valuation

18. 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.

19. We considered the Tenant's comparables to be of limited assistance when assessing the rental value of the subject Property. The majority were older properties, often of a different style and specification and were not situated within comparable modern residential developments. The new build properties at Atkin Drive were over three floors which may be less attractive to some tenants.

20. We considered the Landlord's evidence to be more persuasive, as it included modern two-bedroom semi-detached properties of similar age, accommodation and specification, including properties within the same or similar developments. We also noted that a number of the Landlord's comparables had been let agreed, providing a useful indication of current market demand and rental values.

21. We noted the Tenant's comments regarding the rental incentives offered on some properties. However, we considered that such incentives were promotional offers, often applicable only to the initial tenancy period, and did not necessarily reflect the ongoing market rent of the property. We therefore placed greater weight on the underlying advertised and agreed rental figures when assessing the open-market rent.

22. We noted the Tenant's comments regarding the availability of parking and the limited practical use of the EV charger. Whilst the evidence does not clearly establish whether the Property benefits from a designated parking space, we have taken this into account in our overall assessment of its amenities. We do not consider the available evidence sufficient to justify a separate adjustment to the rental valuation.

23. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the parties, and having regard to the age, accommodation offered, amenities and location of the Property, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £ 1190pcm. This is the rent we would expect the Property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties.

24. There is a dispute as to whether fitted blinds were provided but even if they were not, we do not regard it as value significant.

25. From the Tenant's photos, the Property appears to be in overall good condition. The Tenant says that there are difficulties with the hot water on an evening. However, they have not provided any evidence of this alleged disrepair, such as correspondence with the Landlord. We therefore have limited evidence of disrepair and do not make any adjustments from the open market rent.

Open-Market Rent **£** 1190 **pcm**

Undue hardship

26. 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.

27. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because they are on a low income. Paying the increased rent from the proposed start date would cause significant financial hardship and would affect their ability to meet essential living costs, including utilities, food and other necessary household expenses. They ask the Tribunal to delay the payment date of any new rent until the date of its decision. They have provided a copy of their payslip for July 2026.

28. The Landlord says that the Tenants' financial circumstances may change and does not seek to make assumptions regarding the Tenants' current financial position. However, based upon the information available to the Landlord, there is currently no supporting evidence to substantiate that the proposed increase would cause undue financial hardship.

29. Both Tenants successfully completed the affordability and referencing process at the commencement of the tenancy. As part of that process, financial information and proof of income were provided which satisfied the applicable affordability requirements for the tenancy.

30. The current rent is £1,155 per calendar month and the proposed rent is £1,190 per calendar month, representing an increase of £35 per month, or approximately 3.0%. The Tenants' submission states that the increase would affect their ability to meet essential living costs. However, no detailed evidence of current income, essential expenditure or any material change in financial circumstances has been provided to the Landlord to demonstrate that the additional £35 per month would cause undue hardship.

31. 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. In *Anderson v Kokins v Kokina [2024] UKUT* Judge Roger KC observed that the provision of selective bank statements and anecdotal bills or individual demands gave an incomplete picture of tenant's financial affairs and were insufficient to establish undue hardship. The Tenant has produced one pay slip to support their assertion, which does not paint the whole picture. We have not been provided with information regarding income, expenditure, benefits, liabilities or other financial circumstances. On the basis of the evidence provided, 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.

Decision

32. The Tribunal determines the new rent amount at £ 1190 per calendar month with effect from 29 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.