	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**BIR/00GG/MRA/2026/0077**
Property	**55 Albert Road,Shrewsbury, Shropshire SY1 4JD**
Tenant	**Wayne Gillan** **Applena Jones**
Tenant's Representative	**No**
Landlord	**Andrew Burton**
Landlord's Address	**6 Doutlon Road, Staffordshire ST18 0TN**
Landlord's Representative	**Sharon Langley** **Miller Evans Lettings**
Date of Application	**14 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	**£1100 per calendar month**
Date of Valuation	**22 October 2026**
Date the new rent takes effect	**22 November 2026**

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REASONS FOR THE DECISION

Background

1. On 14 August 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,100 per calendar month (pcm) in place of the existing rent of £925 pcm to take effect from 22 October 2026.

2. On the same day, 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 22 April 2022 until 21 October 2022 and thereafter from month to month at a rent of £825 pcm. 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. The attic is out of bounds to the Tenant as it is unsuitable for storage.

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, on the ground floor an entrance hall, living room, kitchen diner and conservatory and on the first floor, a landing, 3 bedrooms and a bathroom. Outside there is off street parking for two cars, double garage, long private garden with patio and garden shed. The Property benefits from gas central heating and double glazing. It has carpet, tile and laminate flooring throughout.

10. The Property is situated on Albert Road, within an established residential area to the north of Shrewsbury. The locality is predominantly residential, comprising mainly traditional housing, with local shops, schools and everyday amenities nearby.

Evidence

11. The parties completed the relevant MR1 (tenant), MR2 (landlord). The Tenant did not complete the MR3 (tenant's reply).

The Tenant

12. The Tenant made the following comments:

    a) They were unsure if they had made any improvements to the Property;
    b) The laminate flooring was poor quality.

13. The Tenant provided an undated online rental estimate for the Property from Zoopla of £900 pcm within a range of £850 to £1,000 reflecting that it was a 3 bedroom 1 bathroom, 1 living room semi-detached house. They thought the rent should be £975 pcm.

14. The Tenant provide photographs of the interior and exterior of the Property and a floor plan.

The Landlord

15. The Landlord made the following comments:

    a) The Property is ideally situated amongst local amenities; Supermarkets - Morrisons, Lidl, and Tesco, and education - Shrewsbury Academy, and Featherbed Lane school, as well as running parallel to Whitchurch and Sundorne roads which has the bus routes into Shrewsbury town centre, and being situated in the North of Shrewsbury, it is also easy to get onto the A5/M54 for commuting into Telford/Birmingham area.

b) Their letting agent considers that the current rent is too low. The proposed rent is already £150 less pcm than could be charged if putting the Property back on the rental market today. They believe £1100pcm is a fair amount to charge for 55 Albert Road in the current rental market.

16. The Landlord provided the following comparable evidence:

a) 91 Oakfield Road, a house the same size as the Property, which their letting agent had just let for £1250 pcm;

b) A 3 bedroomed mid terraced house with 1 living room near Harlescott advertised at £1,300 pcm;

c) Quatford Close - a 3 bedroomed semi-detached house advertised at £1250 pcm;

d) An online rental estimate range for the Property from OpenRents.co.uk which showed a range of £1050 to £1250 pcm, with a suggestion of £1,160 pcm.

Determination and Valuation

17. 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.

18. We attached limited weight to the Tenant's comparable evidence, as the information provided was insufficiently detailed to enable us to undertake a meaningful comparison of the properties or to form an informed opinion of rental values within the locality. In particular, the evidence did not provide sufficient detail to allow us to properly assess the similarities and differences between the properties and the subject Property, or the relevance of the rents quoted.

19. We preferred the Landlord's comparable evidence, which we considered to be more useful and informative. This evidence identified specific properties within the locality and provided details of the rents achieved in respect of one property and the asking rents at which the others were being marketed. This enabled us to

consider actual market evidence alongside current rental expectations and to gain a clearer understanding of the prevailing rental market.

20. We recognise that an advertised rental figure does not necessarily represent the rent ultimately agreed and that asking rents should therefore be treated with some caution. Nevertheless, we considered that the evidence provided a useful indication of market expectations and, when considered alongside the achieved rental evidence, assisted us in assessing the appropriate rental level for the Property.

21. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord, and having considered the size, age and location of the Property, the Tribunal considers that the market rent of the Property modernised and in good order would be in the order of £1100 pcm. This is the rent we would expect the Property to let for in the open market at the valuation date.

22. From the Tenant's photographs, we find the Property to be in good condition. No specific evidence has been provided regarding the assertion that the laminate flooring is poor quality and no other reference to disrepair has been made. We therefore make no deductions for disrepair.

Open-Market Rent £ 1100 pcm**.**

Undue hardship

23. 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.

24. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship as, due to having two disabled children and a baby in the household, they are unable to work full time and receive Universal Credit, but that only covers £725, the maximum allowed.

25. The Landlord did not respond to the Tenant's application for postponement due to hardship.

26. 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. The Tenant has produced no documentary evidence to support their assertion, such as information regarding

income, expenditure, benefits, liabilities or other financial circumstances. In the absence of such evidence, 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

27. The Tribunal determines the new rent amount at **£1100** pcm with effect from 22 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.