



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL
PROPERTY)**

Case Reference : **CAM/00MG/MNR/2025/0630**

Property : **7 Chelsea House
599 Witan Gate
Milton Keynes
MK9 2BU**

Applicant Tenant : **Sergio Carvajal**

Representative : **None**

Respondent Landlord : **Places for People Plus**

Representative : **Touchstone Corporate Lettings**

Type of Application : **Determination of a Market Rent sections
13 & 14 of the Housing Act 1988**

Tribunal Members : **Mr I R Perry FRICS**

Date of Inspection : **None, determined on the papers**

Date of Decision : **8th May 2025**

DECISION

Summary of Decision

1. On 8th May 2025 the Tribunal determined a market rent of £1,175 per month, including services, to take effect from 1st April 2025.

Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 13th February 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,154.47 per month to include £289.01 for services, in place of the existing rent of £1,045.09 per month including £202.39 for services, to take effect from 1st April 2025. The notice complied with the legal requirements.
4. On 25th February 2025 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. The Tribunal does not routinely consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
6. The Tribunal issued Directions on 12th March 2025 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations. The parties were invited to make submissions which could include photographs or videos.
7. Both parties submitted papers to the Tribunal which were copied to the other Party.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 8th May 2025 based on the written representations received.
9. These reasons address the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

The Law

S14 Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal consider that the dwelling-house concerned might reasonably be

expected to be let in the open market by a willing landlord under an assured tenancy-

- (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;
 - (b) which begins at the beginning of the new period specified in the notice;
 - (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and
 - (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.
- (2) In making a determination under this section, there shall be disregarded-
- (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;
 - (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement-
 - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
 - (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and
 - (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.
- (3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates, or the following conditions are satisfied, namely-
- (a) that it was carried out not more than twenty-one years before the date of service of the notice; and
 - (b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and
 - (c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.
- (4) In this section "rent" does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture, in respect of council tax or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation.

The Property

10. From the information given in the papers and available on the internet, the property comprises a first floor flat within a purpose-built block of some 96 flats in the centre of Milton Keynes. There is a full range of amenities within the town.
11. The accommodation comprises a Hall, Living Room, Kitchen, Bedroom and Bathroom with WC. There is a car space in the garage beneath the building and lift access to the upper floors.
12. The property has a central heating system and the Energy Performance Certificate has expired but was last rated as 'C'.

Submissions

13. The initial tenancy began on 17th February 2014 at a rent of £750 per month.
14. The Tenant stresses that the flat is unfurnished with no curtains or blinds and states that there is no double glazing or dishwasher.
15. The Tenant also states that the flat was in very bad shape when he took the tenancy in 2014, that the aerial is not working at present, that the lifts are often out of order and there is noise at night, particularly Thursdays to Saturdays from the many bars in the area.
16. The Tenant provides a list of comparable properties with their respective asking rents.
17. The Landlord states that windows are double glazed, that carpets and curtains are provided and provides a Rightmove report of similar flats in the area with asking rents from £1,195 to £1,250.

Consideration and Valuation

18. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having read and considered the papers it decided that it could do so.
19. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy. The personal circumstances of the Parties, nor historic repair issues, are not relevant to this issue.
20. The Tribunal noted that the Energy Performance Certificate states that the property does have double glazed windows, and the Inventory refers to UPVC windows. The Tribunal therefore values the property on the basis that windows are double glazed.
21. The Inventory dated 17th February 2024 does not refer to any curtains or blinds. Accordingly, the Tribunal values the property on the basis that the Tenant provides any carpets or blinds.
22. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Milton Keynes, the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market

letting would be £1,200 per month. Such a letting would normally include the provision of a cooker, washing machine, fridge, carpets and curtains. This figure is based on comparable rents in the same immediate area thereby taking account of a nuisance from noise on some nights.

23. The Tribunal determines that the rent of £1,200 per month should be reduced by £25 per month to take account of the Tenant providing curtains or window blinds.
24. The Tenant made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenant undue hardship.

Determination

25. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £1,175 per month.
26. The Tribunal notes that this is slightly more than the rent proposed by the Landlord, but the Landlord is **not obliged** to charge this higher rent.
27. The Tribunal directed that the new rent of £1,175 per month should take effect from 1st April 2025 this being the date specified in the notice.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

Notice of the Tribunal Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)

Housing Act 1988 Section 14

Address of Premises

7 Chelsea House
599 Wittan Gate
Milton Keynes
MK9 2BU

The Tribunal members were

I R Perry FRICS

Landlord

Places for People Plus

Address

c/o Touchstone Property Services
2 Crescent Office Park
Clarks Way
Bath
BA2 2AF

Tenant

Mr S Carvajal

1. The rent is:£

1,175

Per

Month

(excluding water rates and council
tax but including any amounts in
paras 3)

2. The date the decision takes effect is:

1st April 2025

*3. The amount included for services is

£289.01

Per

Month

5. Date assured tenancy commenced

17th February 2014

6. Length of the term or rental period

Monthly

7. Allocation of liability for repairs

Landlord

8. Furniture provided by landlord or superior landlord

9. Description of premises

First floor 1-bedroom flat.

Chairman

I R Perry FRICS

Date of Decision

8th May 2025