



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

Case Reference : **CAM/00ME/MNR/2025/0665
P:PAPERREMOTE**

Property : **Flat 4 51A High Street Maidenhead
SL6 1JT**

Tenant : **Joana Filipa Cidade Pinelas Do
Carmo**

Landlord : **S9 Estates Ltd**

Date of Application : **5 April 2025**

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

Tribunal : **Mrs E Flint FRICS**

Date of Hearing : **9 June 2025 remote on the papers**

DECISION

**The Tribunal determines a rent of £875 per calendar month with
effect from 9 April 2025.**

REASONS

Background

1. On 21 January 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £900 per month in place of the existing rent of £800 per month to take effect from 9 April 2025.
2. On 5 April 2025, 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.

Inspection

3. I did not inspect the flat and based my decision on the written representations and photographs supplied by the parties.

Evidence

4. The property is a studio flat situated above commercial premises. It is centrally heated with double glazed windows, a bed, settee, small wardrobe, blinds and white goods were supplied by the landlord.
5. The landlord referred to a number of purpose built studio flats with extensive communal facilities within the town centre at asking rents of £1100 to £1475 per month.
6. The tenant commented extensively on the landlord's comparables which it was asserted were far superior to the subject flat since the comparables were in purpose built blocks of a high standard; the communal facilities were numerous including gyms and cinema rooms and some studio flats had separate sleeping areas and/or balconies.
7. The tenant, in addition to a written description of the flat and its amenities provided a number of photographs to support her allegations regarding the condition of the access to the building at the rear of the shops and the condition of the communal hall and staircase etc. The tenant stated that the access to the flat was via a narrow alley which was often obstructed by bags of rubbish which attracted vermin. The sensor for the lighting on the staircase did not function correctly; there was damp in the common parts which were not cleaned regularly; the individual letter boxes were not numbered consequently the mail was left in the floor: an unsatisfactory arrangement.

Determination and Valuation

8. I have relied on the comparables provided together with my own expert, general knowledge of rental values in Maidenhead. I am of the opinion that the open market rent of the property is £875 per month to take into account the location above commercial premises within the High Street, the terms of

the tenancy, the location of the entrance, lack of amenities within the building and the standard of the accommodation.

Decision

9. I therefore determined that 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 was £875 per month.

10. I direct the new rent of £875 per month to take effect on 9 April 2025 in accordance with the date in the landlord's notice.

Chairman: E Flint

Date: 9 June 2025

ANNEX - RIGHTS OF APPEAL

- I. If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the Regional Office which has been dealing with the case. The application should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>
- II. The application for permission to appeal must arrive at the Regional Office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
- III. If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.
- IV. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking. Please note that if you are seeking permission to appeal against a decision made by the Tribunal under the Rent Act 1977, the Housing Act 1988 or the Local Government and Housing Act 1989, this can only be on a point of law.

Appendix Housing Act 1988

14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the

committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee 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 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 of the dwelling-house concerned or are payable under separate agreements....

(7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal ... shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.

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

Housing Act 1988 Section 14

Address of PremisesFlat 4 51A High Street Maidenhead
SL6 1JT**The Tribunal members were**

Mrs E Flint FRICS

Landlord

S9 Estates Limited

AddressW Lettings and Management Ltd 6 Lyttelton Road London N2
0EF**Tenant**

Joana Filipa Cidade Pinelas Do Carmo

1. The rent is:£

875

Per

Month

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

2. The date the decision takes effect is:

9 April 2025

*3. The amount included for services is
not applicable

Per

~~*4. Service charges are variable and are not included~~

5. Date assured tenancy commenced

9 September 2021

6. Length of the term or rental period

monthly

7. Allocation of liability for repairs

As per agreement. S11 applies

8. Furniture provided by landlord or superior landlord

Double bed, 2 seater settee, small wardrobe

9. Description of premises

Studio flat above commercial premises, access via rear of shops.

Chairman

E Flint

Date of Decision

9 June 2025