



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

Case reference : **CAM/00ME/MNR/2025/0604**

HMCTS code : **P:PAPERREMOTE**

Property : **36 Park Drive, Ascot, SL5 0BD**

Applicant (Tenant) : **R Tarnowska**

Respondent (Landlord) : **A Broadhurst**

Type of application : **Determination of a Market Rent:
Sections 13 and 14 Housing Act
1988**

Tribunal members : **Mr P Roberts FRICS CEnv**

Date of Determination : **15 May 2025**

DECISION

This has been a remote determination on the papers which the parties are taken to have consented to, as explained below. The form of determination was a paper determination described above as **P:PAPERREMOTE**. The documents that the Tribunal was referred to are in bundles from the Applicant and the Respondent. The Tribunal has noted the contents and the decision is below.

Decision

The Tribunal determined a market rent of £2,685 per calendar month effective from 2 February 2025.

Reasons

Background

1. The Landlord served notice under section 13 (2) of the Housing Act 1988 on 30 September 2024 to increase the passing rent from £2,350 per month to £2,650 per month with effect from 1 November 2024. This notice was treated as invalid due to the commencement date for the new rent breaching the statutory provisions.
2. The Landlord served a fresh notice under section 13 (2) of the Housing Act 1988 on 30 November 2024 to increase the passing rent from £2,350 per month to £2,675 per month with effect from 2 January 2025
3. The Tenant made an application dated 27 December 2024 to the Tribunal in reliance on section 13 (4) of the Housing Act 1988.
4. On 31 December 2024, the Landlord served another notice under section 13 (2) of the Housing Act 1988 to increase the passing rent from £2,350 per calendar month (pcm) to £2,685 per month with effect from 2 February 2025.
5. This rent in all cases is stated to be exclusive of Council Tax, Water Charges and fixed service charges.
6. The Tribunal issued directions on 25 January 2025, inviting the Parties to submit any further representations (including any photographs and details of rentals for similar properties) they wished the tribunal to consider.

Preliminary Matters

7. The Tribunal has been provided with copies of three Section 13 (2) Notices. The first Notice has been accepted by the Landlord as being invalid hence this does not need to be considered further.
8. No argument has been presented as to which of the subsequent Notices should be considered valid and the Tribunal does not have jurisdiction to determine the validity of such notices.
9. However, paragraph 48 of the Court of Appeal Decision in *Mooney v Whiteland* [2023] EWCA Civ 67 states:

“That is not to say that a rent assessment committee may not sometimes need to take a view whether a notice is valid. If it considers that a notice is invalid, it may decline to proceed until the question has been determined by the court. Conversely, if it considers that a notice is valid and that objections are without substance, it may proceed to determine the appropriate rent, but its determination will not prevent a tenant from disputing the validity of the notice.”

10. The Tribunal has taken the view that, as the Landlord considered it necessary to serve a third notice, it is reasonable to infer that the Landlord considered that the second notice should be treated as being of no effect.
11. The Tribunal has therefore disregarded the first two notices and proceeded on the basis that the third notice (dated 31 December 2024) is the relevant notice for these proceedings.
12. However, as set out in the Mooney case, this does not preclude the Tenant from challenging the validity of any of the Landlord’s notices at the County Court.
13. The Tribunal considers that the Tenant’s application was, having regard to the date of that application, intended to relate to the second notice issued by the Landlord dated 30 November 2024. However, the mere service of the third notice by the Landlord does not nullify the clear intention, as expressed by the Tenant, to challenge the Landlord’s proposed rent.
14. In summary, therefore, the Tribunal has proceeded on the basis of the Landlord’s Notice dated 31 December 2024 and treated the Tenant’s application as its referral of that notice to this Tribunal.

Property

15. The Tribunal inspected the Property on 4 April 2025.
16. The Property comprises an end of terrace modern fully fitted family home providing a study, living room and kitchen/dining room at ground floor and three bedrooms with an ensuite shower room and family bathroom at first floor.
17. The attached garage has been converted to provide a utility room with WC and shower room. There is private car parking on the driveway at the front of the Property and gardens to the front and rear.
18. There is a timber shed at the rear of the garden.
19. The freehold interest is currently on the market at an asking price of £700,000 on the basis of vacant possession.

Tenancy

20. The Tenant occupied the Property by virtue of an Assured Shorthold Tenancy that commenced 2 September 2022 for a term of 24 months.
21. The rent reserved under this Tenancy was £2,350 pcm.
22. The definition of the demised Premises states:

“References to “the Premises” include reference to any parts or parts of the Premises and the curtilage of the same, together with the garden, garage and parking space...”
23. The Tenant’s obligations in respect of repair and cleaning are set out in Section 8.1 of the Tenancy. The Landlord’s obligations are set out in Section 9.
24. The Tribunal has reviewed the entirety of the Tenancy but only drawn attention to those matters directly relevant to these proceedings.

The Law

25. Section 5 (3) of the Act provides that the periodic tenancy arising on expiry of the Assured Shorthold Tenancy is one:

“(a) taking effect in possession immediately on the coming to an end of the fixed term tenancy;

(b) deemed to have been granted by the person who was the landlord under the fixed term tenancy immediately before it came to an end to the person who was then the tenant under that tenancy;

(c) under which the premises which are let are the same dwelling-house as was let under the fixed term tenancy;

(d) under which the periods of the tenancy are the same as those for which rent was last payable under the fixed term tenancy; and

(e) under which, subject to the following provisions of this Part of this Act, the other terms are the same as those of the fixed term tenancy immediately before it came to an end, except that any term which makes provision for determination by the landlord or the tenant shall not have effect while the tenancy remains an assured tenancy”
26. Section 14 (1) of the 1988 Act provides that 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 under an assured tenancy:
 - a. *“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 rent) are the same as those of the existing tenancy.”*
- 27. Section 14 (2) of the 1988 Act requires the Tribunal to disregard:
 - 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 (as defined by section 14 (3) of the Act) otherwise than as an obligation;*
 - 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.”*
- 28. Section 11 of the Landlord and Tenant Act 1985 (the 1985 Act), provides that the Tribunal is to imply a covenant by the Landlord:
 - a. *“to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes),*
 - b. *to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and*
 - c. *to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.”*
- 29. Section 14 (7) of the 1988 Act states:

“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 (subject, in a case where subsection (5) above applies, to the addition of the appropriate amount in respect of rates) 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.”

Representations – The Tenant

- 30. The Tenant highlighted four items of concern with the Property:

- a. The Patio door has dropped
 - b. The Kitchen window is drafty
 - c. The utility room door is not properly sealed
 - d. There is mould in the bathroom and shower rooms due to inadequate mechanical ventilation.
31. The Tenant submitted a Statement in response to various points raised by the Landlord. Whilst the Tribunal has reviewed the entirety of the submissions it has only taken account of directly relevant matters. In this regard, issues concerning Section 21 notices are not a matter for this Tribunal.
32. The Tribunal was directed to market trend statistics in respect of rental growth and various letting details. In addition, the Tenant assumed a capital value of £585,000 and, having applied a yield of 3-5% calculated a monthly rental value range of £1,463 to £2,438.
33. Reference was also made to inflation rate changes leading to a conclusion that:
- “A reasonable rent adjustment should reflect rental yields, local market conditions and economic factors. Given the property valuation and market data, the proposed 14% rent increase is excessive and does not align with fair market rates.”*

Representations – The Landlord

34. The Landlord advised that the Property had been marketed in April 2024 at a price of £700,000 and an offer was accepted within 5 weeks of £710,000. However, this fell through due to the Landlord not obtaining vacant possession.
35. The Landlord is of the opinion that residential yields in Ascot are 4.6% such that, based on a capital value of £710,000 the rental value is £2,706 per month. In addition, it was pointed out that the rent has not been increased since the commencement of the Tenancy.
36. An email from Liam McDonnell of Duncan & Yeardley (estate agents) was provided in which he advised:
- “As discussed, I believe in the current market we could achieve £2750 PVM. As you can see from the link below, a lot of similar properties have been lettings in the surrounding area for circa £3,000 per month so I feel £2,750 is a very achievable figure.”*

Determination

37. For clarity, the Tribunal has had regard to all the correspondence and evidence provided by the Parties but is unable to refer to or make

observations in respect of each point and document provided to it. The Tribunal would also stress that it has had the benefit of inspecting the Property.

38. In determining the market rent, the Tribunal has regard to prevailing levels of rent in the general locality and achieved rental values in respect of other properties of comparable accommodation and provision that would be likely to be considered by a prospective tenant. The current rent, and the period that has passed since that rent was agreed or determined is not relevant.
39. Previous changes in rent are not, therefore, relevant as the Tribunal is required to assess the rent that would be offered by a prospective tenant who has no knowledge of the existing or previous rents. Similarly, historic rents achieved elsewhere are of limited relevance.
40. The legislation requires the Tribunal to have regard to market demand assuming that the landlord is willing. The Tribunal is therefore unable to have any regard to the personal circumstances or identities of the actual landlord and tenant in assessing the level of rent.
41. It is therefore irrelevant whether or not the Landlord requires the rent to be at a certain level to fund its liabilities and/or its repair obligations under the lease or whether the Tenant feels that the services provided by the Landlord are “value for money.” As such, the cost of mortgage payments and property maintenance to the Landlord does not affect the rent that would be offered by a prospective tenant in the market and must be disregarded.
42. The Tribunal has reviewed all the evidence provided and determines the market rental of the Property to be **£2,685 pcm**. The rent payable may not, therefore, exceed this figure. However, this does not prevent the Landlord from charging a lower figure.
43. The determined rent analyses to a yield of 4.53% by reference to the previously agreed sale price for the freehold interest of £710,000. However, this calculation is only provided in light of the Parties’ submissions and should not be taken as indicative of the Tribunal’s approach.
44. This rent is to be effective from **2 February 2025**.
45. The Tribunal would point out that rents have increased significantly since September 2022 hence an increase of such magnitude is realistic.

Name: Peter Roberts FRICS CEnv

Date: 15 May 2025

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).