



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

**Case reference** : **CAM/00MG/MNR/2025/0680**

**HMCTS code** : **P:PAPERREMOTE**

**Property** : **3 Bridgeway, Bradville, Milton  
Keynes, MK13 0ES**

**Applicant (Tenant)** : **R D Williams**

**Respondent (Landlord)** : **A Armstrong**

**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** : **2 August 2025**

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**DECISION**

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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 £1,300 pm effective from 18 May 2025.**

## **Reasons**

### **Background**

1. The Landlord served notice under section 13 (2) of the Housing Act 1988 on 7 March 2025 to increase the passing rent from £1,200 per month to £1,300 per month with effect from 18 May 2025.
2. The Tenant made an application dated 9 April 2025 to the Tribunal in reliance on section 13 (4) of the Housing Act 1988.
3. This rent in all cases is stated to be exclusive of Council Tax, Water Charges and fixed service charges.
4. The Tribunal issued directions on 8 May 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.

### **Property**

5. The Tribunal did not inspect the Property but relied upon information available in the public domain.
6. The Property comprises a terraced house constructed circa 1960/70s providing hall, lounge, dining room and kitchen on the ground floor with three bedrooms and a family bathroom on the first floor. There is no garage or private car parking.
7. The Tenant states that the windows are single glazed. However, the Landlord, as supported by the Rightmove Estate Agent's details, stated that the Property benefits from UPVC double glazing. There is also central heating and a fitted kitchen although the White Goods are provided by the Tenant.
8. The Tenant commented as follows:  
  
*"Note: current unactioned repairs – Broken garden fence, kitchen wall & Back door cracked reported 3 years ago. Missing gauze in the roof. Single glazed windows. Worn carpets placed 14 years."*
9. The Tribunal noted that the Tenancy commenced on 18 October 2007 and understands that the Landlord purchased the Property on 2

February 2006. The Tribunal has therefore had regard to historic Estate Agents Particulars as available on Rightmove.

### **Tenancy**

10. The Tenant first occupied the Property by virtue of a Tenancy dated 17 October 2007 and commencing 18 October 2007 at an initial rent of £750 pm and a term of 6 months.
11. The Tribunal has noted Clause 4 of the Lease which refers to rent reviews following the expiry of the 6 month term. This is of no effect as the statutory provisions apply.
12. Clause 5.8 of the Tenancy provides that the Tenant is:  
  
*“To keep the interior of the Property clean and tidy and in as good and tenantable a state of repair and decorative condition as at the beginning of the terms, reasonable wear and tear and damage by accidental fire excepted...”*
13. It is therefore clear that the Tenant is not required to address wear and tear.
14. Clause 6.1 refers to the Landlord’s obligations pursuant to section 11 of the Landlord and Tenant Act 1985 as set out below.
15. A statutory Periodic Tenancy arose on expiry of the term of the Tenancy.

### **The Law**

16. 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”*

17. 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.”*
18. 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.”*
19. 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.”*
20. 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**

21. The Tenant completed the Reply Form. This set out a number of concerns with the condition of the windows, cracking, damage to kitchen units, worn carpet, broken bath panel and damage to the fence. There was also reference to a missing fascia and *“single glazed windows very cold in winter, lots of condensation which then causes mould.”*

### **Representations – The Landlord**

22. The Landlord was represented by Ms Flynn of Flynn Lettings who stated:

*“Proposed rent of £1,300 is still below market value as per enclosed properties advertised on Rightmove and On the market. Cheapest 3 bedroom is £1400 in New Bradwell. A 2 bedroom is £1,200. The cheapest 3 bedroom in the whole of Milton Keynes is £1,350.”*

### **Determination**

23. 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.
24. 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.
25. 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.
26. 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. Similarly, the ability, or otherwise, of the Tenant to pay the rent demanded cannot be taken into account.
27. In this regard, whilst the valuation exercise assumes that, regardless as to the condition of the Property, a hypothetical tenant would be prepared to take occupation and negotiate a rent, it does not follow that

the actual Tenant and the hypothetical tenant are one and the same. As such, the actual Tenant may be prepared to pay a certain level of rent to remain in occupation for personal reasons whereas the hypothetical tenant is bidding on the assumption that the Property is vacant and to let.

28. It is apparent, that the Tenant has been in occupation since October 2007 since which time it is inevitable that the Property would have deteriorated through the effluxion of time even before wear and tear, for which the Tenant is not responsible, is taken into account. As such, an adjustment is required to take into account market expectations and the standard of other properties available on the market.
29. However, the Tribunal considers that the Landlord's proposal already takes these matters into account and does not feel, therefore, that a further deduction is warranted.
30. Bearing these matters in mind, the Tribunal has reviewed all the evidence provided, relied upon its own expertise and knowledge of such matters and determines the market rental of the Property to be **£1,300 per month**. The rent payable may not, therefore, exceed this figure. However, this does not prevent the Landlord from charging a lower figure.
31. This rent is to be effective from **18 May 2025**.

**Name:** Peter Roberts FRICS CEnv

**Date:** 2 August 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).

**First-tier Tribunal – Property Chamber File  
Ref No.**

**CAM/00MG/MNR/2025/0680**

**Notice of the Tribunal Decision and**

**Register of Rents under Assured Periodic Tenancies**

**(Section 14 Determination)**

**Housing Act 1988 Section 14**

**Address of Premises The Tribunal members were**

**3 Bridgeway, New Bradwell,  
Milton Keynes, MK13 0ES**

**Mr P Roberts FRICS CEnv**

**Landlord**

**A Armstrong**

**Address**

**3 Heathfield, Stacey Bushes, Milton Keynes, MK12  
6HP**

**Tenant**

**R D Williams**

**1. The rent is:  
£**

**1,300**

**Per**

**month**

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

**2. The date the decision takes effect is:**

**18 May 2025**

**3. The amount included for services is**

**not  
applicabl  
e**

**Per**



**4. Date assured tenancy commenced**

18 October 2007

**5. Length of the term or rental period**

N/A

**6. Allocation of liability for repairs**

LL to comply with s11 LTA 1985

**8. Furniture provided by landlord or superior landlord**

N/A

**9. Description of premises**

The Property comprises a terraced house constructed circa 1960/70s providing hall, lounge, dining room and kitchen on the ground floor with three bedrooms and a family bathroom on the first floor. There is no garage or private car parking.

**Chairman**

**P Roberts**

**Date of Decision**

**2 August 2025**