



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

**Case Reference** : **CAM/00ME/MNR/2025/0697**

**Property** : **138 Blackamoor Lane  
Maidenhead  
SL6 8RL**

**Applicant Tenant** : **Mr Graham Headington**

**Representative** : **None**

**Respondent Landlord** : **Mr John Davis**

**Representative** : **Mr Barry Davis**

**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** : **11<sup>th</sup> August 2025**

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**DECISION**

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## Summary of Decision

1. On 11<sup>th</sup> August 2025 the Tribunal determined a market rent of £1,555 per month to take effect from 1<sup>st</sup> July 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 20<sup>th</sup> May 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,575 per month, in place of the existing rent of £1,100 per month, to take effect from 1<sup>st</sup> July 2025. The notice complied with the legal requirements.
4. On 31<sup>st</sup> May 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 hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits such a hearing.
6. The Tribunal issued Directions on 16<sup>th</sup> June 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. The Landlord submitted papers by the specified date setting out his case. The papers were also copied to the Tenant. The Tenant made no further representations.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal inspected the property and determined the case on 11<sup>th</sup> August 2025 based on the written representations received.
9. These reasons address **in summary form** 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. The property comprises a detached house of brick or block construction with mainly rendered elevations all beneath a tiled roof. The accommodation comprises a hall, 2 living rooms, kitchen with larder off, all at ground level. Stairs rise from the hall to a landing which gives access to 2 double bedrooms, a single bedroom and a bathroom with WC.
11. Outside there are gardens to front and rear, a garden store, a garden shed, a modern detached garage and off-road parking. The property is situated less than 1 mile northeast of the centre of Maidenhead. Within the town there is a full range of standard amenities.
12. Windows are double glazed and the property has gas-fired central heating.
13. The Tribunal found the property to be in fair decorative order but noted a large settlement crack where the ground floor lean-to, containing the larder and garden store, is settling away from the main house.

**Submissions**

14. The initial tenancy began in 1988 when the Tenant succeeded his parents who had lived there since 1935.
15. In his application the Tenant states that he erected the garage and lists a number of repair issues including cracks in the kitchen walls, some damp in the understairs cupboard, a broken toilet cistern, a crack under the front bedroom window and a broken stop cock.
16. The Tenant also has difficulty using the back door as it opens outwards, is unable to plumb in his washing machine and states that the curtain rails were removed when new windows were installed but the rails were not then refitted.
17. The Tenant supplies all white goods, carpets and curtains.
18. The Landlord states that decoration is generally tired but asserts that this is the Tenant's responsibility. The Landlord confirms that the garage is owned by the Tenant.
19. The Landlord states that cleanliness within the property is below an acceptable standard, that the crack to the front door is to be remedied, that he will look to repair the toilet cistern, that cracks could be filled as part of redecoration and that he is willing to refix the curtain rails at the Tenant's convenience.
20. The Landlord provides particulars of other 3-bedroom properties available to rent in the area for £1,950 to £2,400 per month.

**Consideration and Valuation**

21. 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.

22. 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 are not relevant to this issue.
23. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Maidstone 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 £1,900 per month.
24. Such an open market letting would be for a tenantable property in good order with the Landlord responsible for internal decoration and on the basis that carpets, curtains and white goods would all be provided by the Landlord.
25. In this case the property is not in good order as there are some wants of repair outstanding, the kitchen is small with few cupboards, and the garage is provided by the Tenant.
26. Further deductions should be made from the open market rent to reflect the Tenant's provision of white goods, carpets and curtains and the dated fittings in the kitchen.
27. Using its experience the Tribunal decided that the following adjustments should be made:

Tenant's provision of white goods	£30
Tenant's provision of carpets	£50
Tenant's provision of curtains	£15
Small dated kitchen	£100
Tenant's garage	£75
General wants of repair	£75
	———
TOTAL deductions per month	£345

28. 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**

29. 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 £1,555 per month.
30. The Tribunal directed that the new rent of £1,555 per month should take effect from 1<sup>st</sup> July 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](mailto: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.

First-tier Tribunal – Property Chamber

File Ref No.

CAM/00ME/MNR/2025/0697

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

Housing Act 1988 Section 14

Address of Premises

138 Blackamoor Lane  
Maidenhead  
SL6 8RL

The Tribunal members were

Mr I Perry BSc FRICS

**Landlord**

Mr John Davis

Address

33 North Road  
Ascot  
SL5 8RP

**Tenant**

Mr Graham Headington

1. The rent is: £ £1,555

**Per**

Month

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

2. The date the decision takes effect is:

1<sup>st</sup> July 2025\*3. The amount included for services is/is  
negligible/not applicable

n/a

**Per**

n/a

\*4. Service charges are not included

5. Date assured tenancy commenced

1988

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

3-bedroom detached house

***Chairman***

**Mr I Perry BSc  
FRICS**

***Date of Decision***

**11the August  
2025**