



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

**Case Reference** : **CAM/00MG/MNR/2025/0682**

**Property** : **1 Wheatley Close  
Emerson Valley  
Milton Keynes  
MK4 2JL**

**Applicant Tenant** : **Joanne Higgs**

**Representative** : **Sandra Stevens**

**Respondent Landlords** : **Rajinder Singh Ghattaura and Parmjit  
Kaur Ghattaura**

**Representative** : **None**

**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 Hearing and  
Decision** : **26<sup>th</sup> August 2025**

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**DECISION**

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## **Summary of Decision**

1. On 26<sup>th</sup> August 2025 the Tribunal determined a market rent of £1,345 per month to take effect from 3<sup>rd</sup> April 2025.

## **Background**

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlords' notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 20<sup>th</sup> February 2025 the Landlords served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,345 per month, in place of the existing rent of £1,195 per month, to take effect from 3<sup>rd</sup> April 2025. The notice complied with the legal requirements.
4. On 26<sup>th</sup> March 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 10<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 Landlords submitted a Tribunal Reply Form in which they requested a hearing. They did not supply a copy of a signed lease for the property but did supply a proposed new agreement dated 20<sup>th</sup> February 2025 which was not signed by the Tenant.
8. The Parties do not refute that there is a valid Assured Shorthold Tenancy
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 modern semi-detached 2-storey house situated within a cul-de-sac of mixed residential properties on the southwest side of Milton Keynes.
11. The property has brick elevations beneath a tiled roof and comprises a living room, kitchen/diner, 3 bedrooms, bathroom and conservatory. There are modest gardens to front and rear and off-road parking.
12. The house has gas-fired central heating and double-glazed windows. The Energy Performance Rating is 'D' although the Certificate has expired.

### **Submissions**

13. Within the Application the Tenant states that the Tenancy first began in January 2020, that she replaced some garden fencing that the Landlords had refused to replace, and has also replaced the washing machine.
14. In their Reply to the Tribunal the Landlords state that the rent was last increased in February 2023 and that a true market rent for the property is £1,450.

### **The Hearing**

15. A short hearing took place at 2.30pm on Tuesday 26<sup>th</sup> August 2025 using the Tribunals remote CVP system.
16. The Tenant's representative said that the Tenant had replaced 3 panels of fencing and the washing machine. She also said that the Tenant provided the fridge and asserted that the Conservatory is defective.
17. The Landlords state that if they had known the washing machine was broken they would have repaired or replaced it, but they had not been informed. They assert that a market rent for a property of this age and type is between £1,450 and £2,000 per month.
18. Both parties were given an opportunity to make further representations about the property or the rent but declined to do so.

### **Consideration and Valuation**

19. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted and with a hearing. Having read and considered the papers and held the hearing it decided that it could do so.
20. 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.
21. 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 £1,375 per month. This takes into account the lack of a garage which most comparable properties have.

22. Such an open market letting would be for a tenanted property in good order with the Landlords responsible for internal decoration and on the basis that carpets, curtains and white goods would all be provided by the Landlords.
23. It was not disputed that the Tenant has improved the property by replacing some fence panels and the Tribunal determines that that the fridge and washing machine are both provided by the Tenant.
24. Using its experience the Tribunal decided that the following adjustments should be made to the notional full market rent to reflect these issues:

Tenant's provision of white goods	£20
Tenant's provision of carpets and curtains	£10
TOTAL deduction per month	<u>£30</u>

25. The Tenant made no representation that the starting date for the new rent specified in the Landlords' notice would cause the Tenant undue hardship.

### **Determination**

26. 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 £1,345 per month.
27. The Tribunal directed that the new rent of £1,345 per month should take effect from 3<sup>rd</sup> 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 [rpeastern@justice.gov.uk](mailto:rpeastern@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**

1 Wheatley Close  
Emerson Valley  
Milton Keynes  
MK4 2JL

**The Tribunal members were**

Mr I R Perry FRICS

**Landlord**

Rajinder Singh Ghattaura and Parmjit Kaur Ghattaura

**Address**

8 Brentford Avenue  
Coventry  
CV3 6PN

**Tenant**

Ms Joanne Higgs

1. The rent is:£

£1,345

Per

Month

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

2. The date the decision takes effect is:

3<sup>rd</sup> April 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

3<sup>rd</sup> February 2020

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 semi-detached house

**Chairman**

**Mr I Perry BSc  
FRICS**

**Date of Decision**

**26<sup>th</sup> August  
2025**