



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

Case Reference : **CAM/00MX/MNR/2025/0774**

Property : **15 Chequers Court
Aylesbury
Buckinghamshire
HP21 9EQ**

Applicant Tenant : **Mr Paul Bevan**

Representative : **None**

Respondent Landlord : **Mr Martin Stewart Rooke**

Representative : **Hursts Estate Agents**

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 : **15th December 2025**

DECISION

Summary of Decision

1. On 15th December 2025 the Tribunal determined a market rent of £875 per month to take effect from 14th December 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 16th October 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £925 per month, in place of the existing rent of £850 per month, to take effect from 14th December 2025. The notice complied with the legal requirements.
4. On 17th October 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 20th October 2025 which, following a request from the Tenant to extend the deadline by 2 days, were amended on 27th November 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 Tenant submitted papers which had been copied to the Landlord. No submission was made by the Landlord.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 15th December 2025.
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 ground floor flat within a purpose built 2-storey block of similar properties situated about 5 miles south of the centre of Aylesbury.
11. The accommodation includes a hall, living room, kitchen, bedroom and bathroom with WC. Outside there is off-street permit parking.
12. Windows are double glazed and heating is from electric convector heaters. The Energy Performance Rating is 'D'.
13. Carpets, curtains and white goods are all provided by the Landlord.

Submissions

14. The initial tenancy began on 21st July 2023 at a rent of £850 per month.
15. The Tenant states that the heating is from two electrical heaters one of which does not work properly. He states that the double glazing has large gaps and the front door appears to be the wrong size and is incorrectly fitted.
16. The Tenant states that the hot water is not time controlled and there is a dehumidifier which was present when he moved in.
17. The Tenant also states that the hall carpet is poorly fitted
18. The Tenant states that he has repaired a 0.5cm gap in the front door, fitted a weather strip and repaired the front door lock.
19. The Tenant states that the property is affected by damp related issues including mould and extreme humidity despite responsible ventilation and drying practices. He provided a technical report which, on May 9th [year not provided] registered humidity levels of 83% in the bedroom and 67-72% across 5 rooms. The Tenant suggests that he has had respiratory issues over the past 5 months but cannot definitively link it to mould within the property.
20. The Tenant provided a timeline of damp issues which were not apparent when he moved in and seemed to reduce in the summer months. The Landlord arranged for Pure Maintenance to attend the property who then sprayed affected areas and issued a technical report. The Tenant provided photographs of mould and has later reported these issues to the local Environmental Health authority.
21. Neither party provided evidence of market rents achieved for similar properties elsewhere in the area.

Consideration and Valuation

22. 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.
23. 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.
24. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Aylesbury, 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 £975 per month.
25. Such an open market letting would be for a tenable 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.
26. However, this property is not in such good order to command this full rent, and an adjustment is necessary to reflect the issues with high humidity leading to condensation and black mould.
27. Using its experience the Tribunal decided that a monthly reduction of £75 should be made to reflect the mould issues and a further £25 per month to reflect the damaged electric heater.
28. The Tribunal noted that the Tenant had carried out some minor repairs but did not consider these to be improvements worthy of any adjustment to the rent.
29. 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

30. 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 £875 per month.
31. The Tribunal directed that the new rent of £875 per month should take effect from 14th December 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 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

15 Chequers Court
Aylesbury
Buckinghamshire
HP21 9EQ

The Tribunal members were

Mr I R Perry BSc FRICS

Landlord

Mr Martin Stewart Rooke

Address

7 Tilson Square
Aylesbury
Buckinghamshire
HP4 2RE

Tenant

Mr Paul Bevan

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:

14th December 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

14th July 2023

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

Ground floor 1-bedroom flat

Chairman

Mr I Perry BSc
FRICS

Date of Decision

15th December
2025