



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

Case Reference : **CAM/00MG/MNR/2025/0765**

Property : **4 Scriven Court
Willen
Milton Keynes
MK15 9NA**

Applicant Tenant : **Ms Mitika Patel**

Representative : **None**

Respondent Landlord : **Ms K Courtney-Robin**

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 : **11th December 2025**

Date of Decision : **11th December 2025**

DECISION

Summary of Decision

1. On 11th December 2025 the Tribunal determined a market rent of £1,700 per month to take effect from 4th November 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 30th September 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,050 per month, in place of the existing rent of £1,650 per month, to take effect from 4th November 2025. The notice complied with the legal requirements.
4. On 7th 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 decided that an inspection should be made in this case and issued Directions on 13th October 2025 informing the parties that it would inspect the property but, 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 and Tenant submitted papers setting out their respective case. The papers were also copied to the opposing party.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 11th December 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.

Inspection of the Property

10. The Tribunal inspected the property on 11th December 2025 in the presence of Ms Patel. The Landlord was not present nor represented.
11. The property comprises a modern detached house situated in a cul-de-sac of similar properties located about 3 miles northeast of the centre of Milton Keynes. The house backs onto Willen Lake.
12. The accommodation includes a hall, cloakroom with w.c. 2 living rooms, kitchen, utility room and conservatory all at ground level. Stairs rise from the hall to a first-floor landing which gives access to 4 bedrooms and a bathroom with w.c. The main bedroom has an en-suite shower room.
13. Outside there are modest gardens to front and rear, a double garage and off-road parking for at least 3 vehicles.
14. The accommodation has gas-fired central heating and double-glazed windows. The Energy Performance Rating is 'C'.
15. The flooring throughout at ground level has been poorly fitted with gaps left at junctions of floor and walls, gaps between flooring and door openings, and skirting boards missing at several points.
16. There is water ingress around the patio doors in living room 2, a water mark on the utility ceiling from a leak above, 'blown' windows in bedroom 1, evidence of mould growth around the edges of some carpets, a mysterious damp patch in the floor of bedroom 1, and a loose bath panel in the main bathroom.
17. There is some 'blown' plaster around the conservatory doors, 'blown' glazing units, incomplete skirtings, damaged flooring and a leaking roof all in the conservatory. The window cills in the conservatory are severely damaged by water.
18. There are minor areas of poor plasterwork elsewhere within the house.
19. Accessed from the conservatory there is an outside decked area with timber steps up to a slightly higher level. The decking is in poor condition in many places, and the steps are damaged and unsafe.
20. A wardrobe was provided by the Landlord, and the Tenant has fitted security lights to the front and rear.
21. Since submitting her Reply Form the Tenant states that the Landlord has painted a damp stain on the kitchen ceiling and repaired a loose shower tray in the en-suite bathroom.

Submissions

22. The present 6-month tenancy agreement commenced on 4th January 2023 at a rent of £1,650. This remains the passing rent.
23. The Landlord refers the Tribunal to a 4-bedroom detached house in Aldrich Drive, Willen which is advertised to let at £2,250. Although let, there is no evidence of the rent achieved.
24. The Tenant's written submission details a number of historic issues which have been resolved and are not relevant to a determination of a market rent. The Tenant suggests that the rental value for the property in good order would be £1,800.
25. The Tenant lists the defects noted at the inspection and states that continued disrepair has affected her mental health. The Tribunal is required to ignore the personal circumstances of either party and must determine the market rent by comparison with other properties of a similar size and type.

Consideration and Valuation

26. 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 inspected the property and read and considered the papers it decided that it could do so.
27. 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.
28. Little or no evidence of similar properties recently let were provided by either party.
29. 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 £1,950 per month.
30. 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.
31. The Tribunal has noted minor defects throughout the property which, whilst not significant in each individual case, add up to a general sense of poor maintenance and lack of attention from the Landlord. In addition the Tribunal noted that the decking in the rear garden is unsafe.
32. Using its experience the Tribunal decided that the following adjustments should be made:

Missing skirtings, gaps between flooring, walls and door frames, general wants of repair	£75
‘Blown’ glazing units	£50
Defects to conservatory	£75
Broken and dangerous decking	£50

TOTAL deduction per month	£250
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33. 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

34. 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 £1,700 per month.
35. The Tribunal directed that the new rent of £1,700 per month should take effect from 4th November 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

4 Scriven Court
Willen
Milton Keynes
MK15 9NA7

The Tribunal members were

Mr I Perry BSc FRICS

Landlord

Ms Kerry Courtney-Robin

Address

The Leys
Dunstable Road
Tilsworth
LU7 9PU

Tenant

Ms M Patel

1. The rent is: £ 1,700 **Per** Month (excluding water rates and council tax but including any amounts in paras 3)

2. The date the decision takes effect is:

4th November 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

4th January 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

Wardrobe

9. Description of premises

4-bedroom detached house with double garage

Chairman

Mr I Perry BSc
FRICS

Date of Decision

11th December
2025

