



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

Case Reference : **CAM/00MG/MNR/2025/0759**

Property : **2 Egerton Gate
Shenley Brook End
Milton Keynes
MK5 7HH**

Applicant Tenant : **Mrs Deanne Joseph**

Representative : **None**

Respondent Landlord : **Dr Shahbaz Shuja**

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 £1,660 per month to take effect from 1st October 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 23rd June 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,600 per month, in place of the existing rent of £1,800 per month, to take effect from 1st October 2025. The notice complied with the legal requirements.
4. On 29th September 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. In this case the Tribunal decided that an inspection would be necessary to fully understand the repair issues. The Tribunal issued Directions on 14th October 2025 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations, but the Tribunal would inspect the property. The parties were invited to make submissions which could include photographs or videos.
7. The Directions were specific in that the Landlord should make his representations by 3rd November 2025 with a copy sent to the Tenant and the Tenant should submit her representations by 17th November 2025 with copies sent to the Landlord.
8. The Tenant submitted papers with supporting photographs. The Landlord also made a short submission.
9. On 7th December 2025 the Landlord sent a further submission to the Tribunal office, well past the date specified in the reasons. The Tenant objected to this late submission
10. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 11th December 2025 following an inspection made earlier that day.
11. 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 Inspection

12. The Tribunal inspected the property on 11th December 2025, including a 'head and shoulders' inspection of the roof space. The Tenant was present but the Landlord nor any representative were present.
13. The property comprises an unusual modern detached house built of brick elevations beneath tiled roofs situated about 2 miles southwest of the centre of Milton Keynes, within a residential area. Part of the building is two-storey and part is single-storey.
14. The accommodation includes a hall, cloakroom with w.c., 2 living rooms, kitchen/diner, utility room, study and former double garage all at ground level. At first floor level there is a landing, master bedroom with en-suite bathroom, 3 further bedrooms and a main bathroom. The former garage is used as a store room.
15. Outside there are modest gardens and parking for 5 vehicles.
16. The property has gas-fired central heating, most windows and patio doors are aluminium framed with double glazing. The front entrance door is wooden.
17. The property is in very poor condition for a building of this age and type.
18. Within the attic there is excessive condensation and mould affecting nearly all roof timbers. This renders the attic unusable for storage and the condensation is so excessive that it is the possible source of leaks through holes in the first-floor ceiling into the rooms below.
19. There is excessive black mould growth around all aluminium doors and windows, and many have 'blown' glazing panels. The bath within the main bathroom is a Jacuzzi but can only be filled to the level of the jets as water leaks through these holes. The shower cubicle also leaks to the ground floor below.
20. There are several holes in first floor ceilings where water drips through from the attic above. It is unclear whether this is due to a defective roof or from the extreme condensation detailed above.
21. The rooms throughout the property have been affected by black mould growth. The Tenant states that the Landlord has sent a contractor to look at these issues but to no effect. It is apparent that some mould areas have merely been sprayed with white paint. Consequently, decorations are inconsistent, and therefore poor, and the mould remains an issue.

22. Other defects include lifting floor covering in the kitchen, missing floor tiles in the utility, mould on tiles in the ensuite bathroom, damaged main entrance door, ill-fitting windows, defective light fittings in the main living room.
23. The doors to the former double garage have been removed and replaced by two windows with brick infill panelling. This space is below the level of the main house and has wood block flooring laid on top of carpet on top of the original garage concrete floor.

Submissions

24. The initial tenancy began on 1st October 2018 at a rent of £1,450 per month.
25. The Tribunal had been provided with a tenancy agreement dated 1st September 2018. Paragraphs 2.4, 2.5 and 2.6 relating to the Landlord's provision of Gas Safety Certificates, Furniture and Furnishings Certificates and repair responsibility had all been crossed out and an additional handwritten clause 9a had been added to the effect that these would be the responsibility of the Tenant.
26. The lease is unsigned by the Tenant, and the handwritten amendments are not initialled.
27. The Tenant states that she has provided all white goods and has replaced defective floor coverings in the hall, cloakroom, second living room, kitchen, stairs, study, landing, all bedrooms and both bathrooms.
28. The Tenant states that she has replaced the bathroom fittings in the ensuite bathroom as the original fittings all leaked.
29. The Tenant also states that she has not been provided with a current Gas Safety Certificate.
30. The Tenant states that on 26th June 2026 Milton Keynes City Council served an improvement notice on the Landlord regarding Category 2 defects in the property stating.

“With the amount of mould identified along with the moisture readings, it would suggest there is an underlying cause. This needs to be fully investigated and any necessary remedial action to rectify the issue is to be carried out.

Once any remedial action is completed, the mould growth currently visible will need to be thoroughly cleaned and treated to ensure all traces of mould have been removed. All affected areas will need to be thoroughly dried out, and once the affected areas are dry then all damaged wall coverings will need replacing and/or repainting using anti-mould or fungicidal paints.”

31. The Landlord states that he has completed these works and has an invoice to confirm this.
32. The Tenant states that she only agreed to the present rent under duress stating that the Landlord threatened to serve an eviction notice if she did not agree to this higher rent.
33. The Tenant states that the shower in the main bathroom has leaked since 2019.

34. The Landlord states that the Tenant is responsible for repairs to the property and that one of the reasons for increasing the rent is to cover his mortgage payments.

Consideration and Valuation

35. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on its inspection and the papers submitted only, with no oral hearing. Having read and considered the papers it decided that it could do so.
36. Before proceeding further, the Tribunal considered whether it should accept the late submission from the Landlord. The Tenant had submitted that it should not.
37. Given the clear instructions within the Directions of 14th October 2025, the Tenant's objection to any late submissions, and in the absence of any justification for late submission the Tribunal decided that it would not allow the late submission.
38. The Tribunal then considered the tenancy agreement that had been submitted by the Landlord. Given that the agreement is not signed by the Tenant, that amendments are not initialled and that the suggested amendments regarding Gas Safety and Furniture and Furnishings would not remove the Landlord's liability for these, the Tribunal has determined that these suggested amendments, including the responsibility for repairs, are not valid.
39. The Tribunal determined that it would proceed on the basis that the property is let subject to a standard Assured Shorthold Tenancy whereby repairs and decorations are the responsibility of the Landlord, subject to the Tenant maintaining the inside of the property in reasonable order.
40. As stated above the Tribunal found the property to be in very poor condition, particularly so for a modern building of its age and type.
41. There are major issues in respect of ventilation and insulation throughout the property, including the roof space which causes severe condensation and resulting black mould growth. An improvement notice remains outstanding for the Landlord to complete works to the roof and within the roof space and then to carry out full cleaning and redecoration with mould resistant paints. It was clear from the inspection that, despite the Landlords claim, he has not completed this work
42. Despite the Tenant's apparent best efforts at ventilation there is a major issue of condensation throughout the house with black mould apparent in nearly every room. In addition, there are defects in the plumbing and electrical services with no clear explanation as to their source. There are also damaged or substandard floors in many rooms.
43. 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.
44. 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 £2,500 per month.

45. Such an open market letting would be for a tenanted 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.
46. This property is not in tenanted condition, and the Tenant provides all white goods and many floor coverings.
47. Using its experience the Tribunal decided that the following adjustments should be made:

Tenant's provision of carpets and flooring	£100
Tenant's provision of white goods	£40
Leaking bath, shower and sanitary fittings	£200
Excessive mould throughout	£250
Poor decoration including holes in ceilings	£150
Other general wants of repair	£100

TOTAL deduction per month	£840

48. 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.
49. The Landlords assertion that he needs an increased rent to pay his mortgage is not a reason that affects the rental value.

Determination

50. 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 £1,660 per month.
51. The Tribunal directed that the new rent of £1,660 per month should take effect from 1st October 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

2 Egerton Gate
Shenley Brook End
Milton Keynes
MK5 7HH

The Tribunal members were

Mr I R Perry BSc FRICS

Landlord

Dr Shahbaz Shuja

Address

28 Landseer Close
Wellingborough
Northamptonshire
NN8 5HF

Tenant

Mrs Deanne Joseph

1. The rent is: £ 1,660 **Per** Month (excluding water rates and council tax but including any amounts in paras 3)

2. The date the decision takes effect is:

1st October 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

1st September 2018

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

Modern 4-bedroom detached house in poor condition.t

Chairman

**Mr I Perry BSc
FRICS**

Date of Decision

**11th December
2025**