



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

Case reference : **CAM/00MD/MNR/2025/0713**

HMCTS code : **P:PAPERREMOTE**

Property : **18 Brisbane Court, Buckingham
Gardens, Slough, SL1 1HP**

Applicant (Tenant) : **Yogita Madhi Amudhan**

Respondent (Landlord) : **Staines Development No 2 Limited**

Type of application : **Determination of a Market Rent:
Sections 13 and 14 Housing Act
1988**

Tribunal members : **Mr P Roberts FRICS CEnv**

Date of Determination : **11 October 2025**

DECISION

This has been a remote determination on the papers which the parties are taken to have consented to, as explained below. The form of determination was a paper determination described above as **P:PAPERREMOTE**. The documents that the Tribunal was referred to are in bundles from the Applicant and the Respondent. The Tribunal has noted the contents and the decision is below.

Decision

The Tribunal determined a market rent of £1,600 pm effective from 7 July 2025.

Reasons

Background

1. The Landlord served notice under section 13 (2) of the Housing Act 1988 on 4 June 2025 to increase the passing rent from £1,600 per month to £2,200 per month with effect from 8 July 2025.
2. The Tenant made an application dated 7 July 2025 to the Tribunal in reliance on section 13 (4) of the Housing Act 1988.
3. This rent in all cases is stated to be exclusive of Council Tax, Water Charges and fixed service charges.
4. The Tribunal issued directions on 11 July 2025, inviting the Parties to submit any further representations (including any photographs and details of rentals for similar properties) they wished the Tribunal to consider.

Property

5. The Tribunal arranged an inspection of the Property for 8 September 2025 but, despite entering the common areas, no response from the Tenant was forthcoming.
6. It is noted from the submissions of the Parties that it is agreed that the Property comprises a two-bedroom flat on the fourth floor with a lounge, kitchen, two bedrooms, one ensuite, one bathroom and one car parking space. There is lift access.

Tenancy

7. The Property was previously subject to a lease dated 7 March 2017 for a period of 24 months from 8 March 2024 at an initial rent of £840 per month.
8. The definition of the Property refers to:
“...Fixtures, Furniture and Effect therein and more particularly specified in the Inventory thereof signed by the Parties.”
9. No Inventory has been provided to the Tribunal and neither of the Parties have made reference to such items hence the Tribunal have assumed that this is standard rather than specific drafting.

10. Clause 4 of the lease set out the Tenant's obligations. These include the following:

"c) not damage or injure the Property or make any alteration in or addition to it d) Preserve the Fixtures Furniture and Effects from being destroyed or damaged and not remove any of them from the Property."
11. The Tribunal notes that clause 12 states that *"The Tenant is responsible for fixtures/fittings/decorations."* However, there is no express requirement for the Tenant to redecorate, and the Landlord has not asserted otherwise.
12. The Landlord refers in the Lease to Section 11 of the Landlord and Tenant Act 1985 *"...if applicable..."* The Tribunal is unclear as to the intention of this qualification but, for the avoidance of doubt, these provisions apply in full.
13. Following expiry of this lease, a Statutory Periodic Lease arose.

The Law

14. Section 5 (3) of the Act provides that the periodic tenancy arising on expiry of the Assured Shorthold Tenancy is one:

"(a) taking effect in possession immediately on the coming to an end of the fixed term tenancy;

(b) deemed to have been granted by the person who was the landlord under the fixed term tenancy immediately before it came to an end to the person who was then the tenant under that tenancy;

(c) under which the premises which are let are the same dwelling-house as was let under the fixed term tenancy;

(d) under which the periods of the tenancy are the same as those for which rent was last payable under the fixed term tenancy; and

(e) under which, subject to the following provisions of this Part of this Act, the other terms are the same as those of the fixed term tenancy immediately before it came to an end, except that any term which makes provision for determination by the landlord or the tenant shall not have effect while the tenancy remains an assured tenancy"
15. Section 14 (1) of the 1988 Act provides that the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing landlord under an assured tenancy:
 - a. *"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 rent) are the same as those of the existing tenancy.”*
- 16. Section 14 (2) of the 1988 Act requires the Tribunal to disregard:
 - 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 (as defined by section 14 (3) of the Act) otherwise than as an obligation;*
 - 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.”*
- 17. Section 11 of the Landlord and Tenant Act 1985 (the 1985 Act), provides that the Tribunal is to imply a covenant by the Landlord:
 - a. “to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes),*
 - b. to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and*
 - c. to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.”*
- 18. Section 14 (7) of the 1988 Act states:

“Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal (subject, in a case where subsection (5) above applies, to the addition of the appropriate amount in respect of rates) shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.”

Representations – The Tenant

- 19. The Tenant completed the Reply Form and submitted a Statement dated 7 July 2025 as follows:

“This proposed increase is substantially higher than the average market rent for comparable two-bedroom properties in the Slough area which typically range between £1,600 and £1,750 per month. I have included examples from live property listings and rental market data as supporting evidence.

In addition, I wish to highlight that there have been ongoing issues in the property that have not been addressed by the landlord, including mould in the bathroom and gen maintenance problems. Due to lack of response, my son had to paint his room himself and repair the mouldy bathroom walls using our own resources. We do this to ensure the property remains[s] safe and livable (sic), even though it is the landlord’s responsibility.

The requested increase of £600 per month (a 37.5% rise) feels unreasonable given the condition of the property and the current market...”

20. The examples provided by the Tenant comprised a 2-bed flat in Buckingham Gardens advertised at £1,600 pcm, a 2-bedroom flat in Railway Terrace advertised at £1,550 pcm and two flats on the High Street both advertised at £1,850 pcm.

Representations – The Landlord

21. The Landlord submitted a Reply Form dated 25 July 2025 in which he confirmed that the flat is located on the 4th floor and provides a living room together with a kitchen, two bedrooms, one ensuite and a family bathroom that benefit from central heating, double glazing, carpets, curtains and White Goods.
22. In addition, the Landlord stated that:

“I have two one bedroom flats in the same building paying £1,800 and £2,000 respectively, flat 5 Brisbane Court and flat 10 Brisbane Court. The market rent has increased significantly from the time the tenant moved in nearly 10 years ago.”

Determination

23. In determining the market rent, the Tribunal has regard to prevailing levels of rent in the general locality and achieved rental values in respect of other properties of comparable accommodation and provision that would be likely to be considered by a prospective tenant.
24. The current rent, and the period that has passed since that rent was agreed or determined is not relevant. Previous changes in rent are therefore disregarded as the Tribunal is required to assess the rent that would be offered by a prospective tenant who has no knowledge of the existing or previous rents. Similarly, historic rents achieved elsewhere are of limited relevance.

25. The legislation requires the Tribunal to have regard to market demand assuming that the landlord is willing. The Tribunal is therefore unable to have any regard to the personal circumstances or identities of the actual landlord and tenant in assessing the level of rent.
26. It is therefore irrelevant whether or not the Landlord requires the rent to be at a certain level to fund its liabilities and/or its repair obligations under the lease or whether the Tenant feels that the services provided by the Landlord are “value for money.” As such, the cost of mortgage payments and property maintenance to the Landlord does not affect the rent that would be offered by a prospective tenant in the market and must be disregarded.
27. Similarly, the ability, or otherwise, of the Tenant to pay the rent demanded cannot be taken into account and the Tribunal is unable to take into account the Tenant’s personal circumstances as the Property is assumed to be “vacant and to let.”
28. In this regard, whilst the valuation exercise assumes that, regardless as to the condition of the Property, a hypothetical tenant would be prepared to take occupation and negotiate a rent, it does not follow that the actual Tenant and the hypothetical tenant are one and the same. As such, the actual Tenant may be prepared to pay a certain level of rent to remain in occupation for personal reasons whereas the hypothetical tenant is bidding on the assumption that the Property is vacant and to let.
29. The Tribunal has noted the evidence provided by the Landlord. However, there is no information as to when those rents were set and whether they resulted from open market lettings or closed negotiations between sitting tenants and the Landlord. In this regard, the rents quoted appear to be significantly higher than would be expected based on the Tribunal’s knowledge of the local market.
30. In this regard, the Tribunal also notes the evidence provided by the Tenant in respect of asking rents of vacant properties in the general vicinity.
31. There is also the matter of disrepair and general condition to be taken into account. In this regard, it appears from the submissions that the Landlord has not carried out any material work to the Property since at least the commencement of the Tenancy in 2017 such that work would be required in order to bring the Property up to the same standard as other properties on the market. It is therefore necessary to reflect this in comparing the rental value of the Property to comparable transactions.
32. The Tribunal notes the rents referred to by the Landlord but has no information as to the condition of those properties nor whether the rents quoted resulted from new lettings and, if so, when those lettings were secured. In this regard, rents that have been agreed between a landlord and sitting tenants are of little assistance bearing in mind the

cost to the tenant of vacating and securing new premises. Even if the rents do relate to recent new lettings they do appear high compared to prevailing market rents in the general locality.

33. Bearing these points in mind and having relied upon its own expertise and knowledge of such matters, The Tribunal determines the market rental of the Property to be **£1,600 per month**. The rent payable may not, therefore, exceed this figure. However, this does not prevent the Landlord from charging a lower figure.
34. The Tribunal appreciates that this, in reality, amounts to a nil increase against a background of increasing rents. However, the Tribunal has no information as to how the existing rent was set relative to rents secured on new lettings at the time that the increase was agreed. It is therefore possible that Tenant agreed a rent in excess of market levels in order to stay in occupation. The Tribunal therefore, as set out above, has placed no weight on the existing rent in determining the new rent.
35. This rent is to be effective from **8 June 2025**.

Name: Peter Roberts FRICS CEnv

Date: 31 October 2025

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).