



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

Case Reference : **CAM/38UB/MNR/2025/0791**

Property : **87 Dover Avenue
Banbury
Oxon
OX16 0JH**

Applicant Tenant : **Mr Yuzeir Mehmed**

Representative : **Ms Sevda Remzeira**

Respondent Landlord : **Mr M Crofts**

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 paper**

Date of Decision : **19th January 2026**

DECISION

Summary of Decision

1. On 19th January 2026 the Tribunal determined a market rent of £1,290 per month to take effect from 1st January 2026.

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 10th October 2025, 2025 the Landlord Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,400 per month, in place of the existing rent of £1,100 per month, to take effect from 1st January 2026. The notice complied with the legal requirements.
4. On 30th 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 11th 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.
7. The Landlord's Representative and the Tenant both submitted papers by the specified dates setting out their respective case. The Tenant's papers were not copied to the Landlord.
8. The Tenant requested an oral hearing. Accordingly an on-line hearing using CVP was arranged for 9.30am on Monday 19th January 2026
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 semi-detached house with accommodation including a living room, kitchen/dining room, 2 bedrooms and a bathroom with wc.
11. Outside there is a small front garden and a larger rear garden. There is no garage or parking.
12. The property is situated on the western outskirts of Banbury, just over 1 mile from the town centre. There are local shops supplying day-to-day requirements and a wide range of amenities within the town.
13. The house is built of brick/block. Windows are double-glazed and a new central heating system with air source heat pump was installed by the Landlord in 2025 together with a new bath and shower over.
14. The Energy Performance Rating (“EPC”) dated 18th January 2022 is ‘C’ and states that the property has cavity wall insulation and 200mm of loft insulation.

Submissions and Hearing

15. The initial tenancy began on 1st February 2022 at a rent of £1,000 per month. The rent was last increased on 1st March 2023 to £1,100 per month.
16. In his original application the Tenant stated that he had made several improvements to the property including replacement of the stairs carpet, replaced carpet in the bathroom with vinyl flooring, replaced a living room light, fitted solar powered outside lights and fitted a filtered drinking water tap in the kitchen.
17. On Friday 16th January 2026 the Tenant telephoned the Tribunal office to state that he could no longer attend the hearing on Monday 19th January 2026 but would be represented by Ms Remzeira who also lives at the property.
18. During the hearing Ms Remzeira repeated and extended the points raised within the Tenant’s reply form, namely there is some cracking to internal walls, creaky floorboards at first floor level, floor tiles in the kitchen which contain asbestos, gaps around external door and window frames, insufficient roof insulation, that the Tenant found the garden difficult to maintain, that a garden fence had blown down and that the property does not have any direct vehicular access or parking. She also explained that the Tenant has replaced the landing carpet and provided a vinyl flooring to the bathroom.
19. The Tenant’s submission had included black and white photographs, but no evidence was provided that floor tiles contained asbestos or that roof insulation was inadequate.

20. Mr Crofts stated that he had not received a copy of the Tenant's written reply form. Given the relatively few issues of the case and following discussion with the parties the Tribunal determined that it could reasonably proceed with the hearing but ensuring that the Landlord was given details of the information submitted by the Tenant and an opportunity to reply to those issues.
21. Mr Croft's submission stated that there was a built-in wardrobe in bedroom 2, that rents had risen since the last increase and he had included details of 2 properties as comparables with asking rents of £1,400 per month for a 2-bedroom house and £1,500 for a 3-bedroom house.
22. Mr Crofts emphasised that the property was good sized as it has a footprint similar to some 3-bedroom properties, that he had recently installed the new central heating system, bath with shower over, and extractor fans to the bathroom and kitchen, and that he had contributed to the cost of the new stairs and landing carpet
23. Mr Crofts disputed that the roof insulation was inadequate and referred to the EPC. He accepted that the Tenant had fitted vinyl flooring in the bathroom, but it had been laid on top of the carpet.
24. To ensure that Mr Crofts was fully informed of the Tenant's comments in his reply form the Tribunal read the issues out to him.
25. The points repeated were that the Tenant states that the living room, kitchen/diner and bedroom 1 are all in 'mint condition', that the wc and washbasin are old, that a cooker is provided but no fridge or washing machine. And that the Tenant has changed some curtains.
26. Mr Croft's stated that he had not given permission for the outside lights or the drinking tap which had involved drilling a hole in a worktop. He also stated that having heard the details of the Applicant's submission he was content for the Tribunal to proceed to a decision.

Consideration and Valuation

27. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted with no inspection but with an oral hearing. Having read and considered the papers and given the information provided at the hearing it decided that it could do so.
28. 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 at the date specified in the notice proposing a new rent.
29. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Banbury, 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 £1,350 per month. This takes into account the lack of any parking.

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. In this case the Landlord does not supply a washing machine or fridge, the Tenant has contributed to some flooring and carpets, and there are some general wants of repair.
32. Using its experience the Tribunal decided that the following adjustments should be made:

Tenant's provision of white goods	£20
Tenant's provision of some carpets and curtains	£20
General wants of repair	£20
TOTAL reduction from full 'open market rent'	£60

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 £1,290 per month.
35. The Tribunal directed that the new rent of £1,290 per month should take effect from 1st January 2026, 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.