



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

Case Reference : **CAM/ooMD/MNR/2025/0797**

Property : **162 Upton Court Road
Slough
Berkshire
SL3 7NE**

Applicant Tenant : **Arshi Sohail**

Representative : **None**

Respondent Landlord : **Razi Rana**

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 : **26th January 2026**

Date of Decision : **26th January 2026**

DECISION

Summary of Decision

1. On 26th January 2026 the Tribunal determined a market rent of £2,000 per month to take effect from 1st 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 17th September 2025 the Landlord Agent 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 £1,623 per month, to take effect from 1st December 2025. The notice complied with the legal requirements.
4. On 4th November 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 19th November 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.
7. The Tenant submitted papers by the specified date setting out her respective case. The papers were also copied to the Landlord by the Tenant. The Landlord made no submissions.
8. The Tribunal inspected the property on 26th January 2026 and determine the case based on its inspection of the property and the written representations received.
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.

Inspection

10. The Tribunal inspected the property on 26th January 2026 accompanied by the Tenant. The Landlord did not attend.
11. The property is a detached house, probably built after World War II, situated in a road of similar style housing about 1.5 miles southeast of the centre of Slough.
12. There are local shops which supply day to day requirements and a good range of amenities within Slough.
13. The accommodation comprises an open porch, hall, shower room with WC, 2 living rooms and a kitchen all at ground level. Stairs rise to a first-floor landing which gives access to 2 double bedrooms, a single bedroom, bathroom with washbasin and a separate WC.
14. There is a drive and small garden at the front of the building with a modest rear garden which includes an aluminium framed greenhouse and a garden store. There is a further store retained by the Landlord.
15. The accommodation has gas-fired central heating and double-glazed windows. The Energy Performance rating is 'C'. A cooker, washing machine and fridge freezer are all provided by the Landlord.
16. The Tenant informed the Tribunal that the Landlord had carried out repairs "last summer" which included the provision of a new radiator, new laminate flooring in the kitchen, new stair and landing carpets, treatment of some patches of black mould and associated redecoration.
17. The Tenant described the property as being in "decent condition" although there are still some issues relating to rainwater goods.
18. The Tribunal noted that the external decorations to gutters and pipes is poor and there is vegetation growing over some solar panels. The flooring in the kitchen is poorly fitted.

19. Submissions

20. The initial tenancy began on 21st August 2019. The rent was last increased on 1st August 2022.
21. In her submission the Tenant states that some minor renovation has been carried out, as outlined in the Inspection, and that there is a minor ongoing issue with the shed light tripping out which she will report to the Landlord.
22. The Tenant suggests a new rent of £1,750 per month.
23. Neither party provided details of any rents payable for similar properties.

Consideration and Valuation

24. 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.

25. 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 on the date specified in the Landlord's Notice.
26. 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.
27. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Slough 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 £2000 per month. This takes into account the condition of the property as seen during the inspection.
28. 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

29. 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 £2,000 per month.
30. The Tribunal directed that the new rent of £2,000 per month should take effect from 1st 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.