



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

Case reference : **CAM/00MG/MNR/2025/0603**

HMCTS code : **P:PAPERREMOTE**

Property : **34 Germander Place, Conniburrow,
Milton Keynes, MK14 7DP**

Applicant (Tenant) : **M T Chomore**

Respondent (Landlord) : **R Panesar**

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 : **2 May 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 £1,375 per calendar month effective from 4 November 2024.

Reasons

Background

1. On 18 September 2024 the Landlord served notice under section 13 (2) of the Housing Act 1988 to increase the passing rent from £950 per calendar month (pcm) to £1,400 per month with effect from 4 November 2024.
2. This rent is stated to be exclusive of Council Tax, Water Charges and fixed service charges.
3. The Tenant made an application dated 26 November 2024 to the Tribunal in reliance on section 13 (4) of the Housing Act 1988.
4. The Tribunal issued directions on 16 January 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.

The Property

5. The Tribunal inspected the Property on 17 March 2025.
6. The Property comprises a semi-detached house of brick and tile construction providing a lounge, and conservatory at ground floor and three bedrooms with a family bathroom at first floor level. There is a garden to the rear but no off-road car parking except for the garage and driveway which is occupied by the Landlord.
7. The Property has central heating and double glazing. The Tenant has provided a washing machine and fridge freezer but the remainder of the White Goods together with the kitchen units belong to the Landlord.
8. There is mould within each of the bedrooms. This may be partly due to a lack of mechanical air extraction within the bathroom such that warm damp air is not being fully drawn out of the bathroom and/or overflowing/leaking gutters.
9. The Tenant pointed out that the heating has not been fully working and the carpets are worn. The Tenant has undertaken internal redecoration.

The Tenancy

10. The Tenant occupied the Property by virtue of an Assured Shorthold Tenancy that commenced 1 October 2022 for a term of 6 months.
11. The rent reserved under this Tenancy was £950 pcm.
12. The definition of the Property demised under this was “*The dwelling known as 34 Germander Place...*” There was no reference to the garage and driveway being excluded from the Property such that it is entirely reasonable to assume that the Property includes these areas.
13. The Property was stated to be let on a “Part Furnished” basis. The furnishings were defined as the carpets, cane furniture, conservatory blinds, bath/front door/kitchen mats together with various items in the garden shed.

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 did not submit any supporting written representations.

Representations – The Landlord

- 20. The Landlord provided an email dated 5 February 2025 from Mr De Suze of Ads Homes which can be summarised as follows:

- a. The Tenant has resided at the Property for 7 to 8 years during which there has been no increase in rent
 - b. The Landlord is facing financial hardship as there is a shortfall for their mortgage, insurance and “wear and tear” liabilities
 - c. Comparable evidence shows that three bedroom properties achieve between £1,450 to £1,550 pcm.
21. An email from Mr Kelly of Mason Kelly Property Consultants was provided which stated that *“Currently, I would suggest based on the demand for a 3 bed house in Conniburrow a price between £1,450 to £1,500 pcm due to its location to Central Milton Keynes Shopping Centre & Train Station.”*
 22. There is no evidence to suggest that Mr Kelly has inspected the Property.
 23. In addition, the Landlord advised that the Property was newly refurbished when the Tenant took occupation and they have been unable to gain access for inspections. However, no evidence was provided as to whether the Landlord had formally sought to enforce access by reference to the terms of the Tenancy.

Determination

24. For clarity, the Tribunal has had regard to all the correspondence and evidence provided by the Parties but is unable to refer to or make observations in respect of each point and document provided to it. The Tribunal would also stress that it has had the benefit of inspecting the Property.
25. As set out above, the terms of the Periodic Lease are assumed to be the same as those set out in the original Tenancy. As the original Tenancy included the garage and driveway, the Tenant continues to benefit to full occupation thereof. No evidence has been provided to the Tribunal to demonstrate that the Landlord has acquired any right to deprive the Tenant of the use of the garage and driveway.
26. 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. The current rent, and the period that has passed since that rent was agreed or determined is not relevant.
27. Previous changes in rent are not, therefore, relevant 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.

28. 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.
29. 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 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.
30. The Tribunal is grateful for the evidence provided by the Landlord but has noted that this comprises asking rather than achieved rents. In addition, these properties are superior in respect of fit-out and decoration such that a discount needs to be taken for wear and tear that falls outside of the Tenant’s obligations pursuant to the Tenancy.
31. Finally, whilst the Tribunal considers that, in the absence of evidence to the contrary, the Tenant is entitled, under the Tenancy, to occupy the garage and driveway, it is clearly the case that the Landlord is preventing such occupation. A further discount is therefore appropriate.
32. The Tribunal has therefore reviewed all the evidence provided and determines the market rental of the Property to be **£1,375 pcm**. The rent payable may not, therefore, exceed this figure. However, this does not prevent the Landlord from charging a lower figure.
33. This rent is to be effective from **4 November 2024**.
34. The Tribunal appreciates that this increase is substantial but, by way of explanation, would point out that rents have increased significantly since October 2022 hence and increase of such magnitude is not unrealistic

Name: Peter Roberts FRICS CEnv

Date: 2 May 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).