



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

Case Reference : **CAM/00MD/MNR/2026/0021**

Property : **14 Norway Drive
Slough
SL2 5QW**

Applicant Tenant : **Narinder Singh**

Representative : **None**

Respondent Landlord : **Irfan Sayed**

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 May 2026**

Date of Decision : **11th May 2026**

DECISION

Summary of Decision

1. On 11th May 2026 the Tribunal determined a market rent of £1,385 per month to take effect from 7th 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 7th January 2026 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,900 per calendar month ("pcm") in place of the existing rent of £1,400 pcm, to take effect from 7th January 2026. The notice complied with the legal requirements.
4. On 8th February 2026 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988. The Tenant requested that the Tribunal inspect the property and hold a hearing. Both were arranged for Monday 11th April 2026.
5. On 20th April 2026 the Landlord informed the Tribunal that he would not be able to attend the proposed inspection but would be content for the Tribunal to proceed in his absence and to determine the matter based on the written submissions and the inspection finding.
6. The Tribunal inspected the property on 11th May 2026 at 10.00 am. The Tenant, his wife and his mother were all present.
7. An online hearing was held later that day at 1.00 pm which was attended by the Landlord and Tenant. The Tenant was aided by an interpreter provided by the Tribunal.
8. 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

9. The Tribunal inspected the property on 11th May 2026 and found it to be an inner-terraced house with brick elevations all beneath a tiled roof. The property

is in a row of similar houses set back and above the main roadway and has views over Norway Drive recreation ground.

10. The property is about 2 miles northeast of the centre of Slough. Local shops and schools are all nearby with a full range of amenities in the town.
11. The accommodation includes a hall, living room, kitchen and a conservatory all at ground level. At first floor level a landing gives access to a wc, bathroom, two double bedrooms and a single bedroom.
12. There are gardens to front and rear and on-street parking.
13. Central heating is provided from a gas-fired boiler. Windows to the front are aluminium framed and at the rear are UPVC framed.
14. There is a tunnel access from the front garden to the rear with a side door into the kitchen.
15. The Tribunal found the property to be in rather poor condition. In particular the Tribunal noted cracks in the living room ceiling, two broken Perspex panes to the conservatory, kitchen cupboards with broken hinges, missing doors and doors held shut by metal angle brackets, worn kitchen worktops, damp penetration in the tunnel access, missing hand rail to one side of the stairs and a loose handrail on the other side, cracks to the wall in a main bedroom, damaged and flaking plaster, open gaps below the bath, lifting wood block floors throughout, loose electric socket and light switch, poor decoration throughout, no boxing to pipework below the gas boiler in the kitchen, broken front gate and rotten door from tunnel to rear garden, loose electrical earth wire along the front of the house.

Submissions

16. The initial tenancy began on 18th March 2017 at a rent of £1,175.
17. The Tenant avers that the property is in poor and dilapidated condition and that he has carried out repairs including rectifying damp, painting, replacing furniture and washing machines and securing the back door. He avers that the Landlord has failed to carry out statutory and contractual obligations and that the Landlord is benchmarking the property against much higher standard properties.
18. The Tenant also suggests that the proposed increase would cause undue financial hardship as the Tenant has serious health issues, is registered disabled and has a young child.
19. The Landlord submitted a reply form dated 2nd April 2026 in which he disagrees with the Tenant's description of the property and attaches an Electrical Inspection Report dated 2023 and a Gas Safety Certificate. He also provided email and WhatsApp screen shots of communication in which he has tried to arrange access for an inspection. The Tribunal accepts that the Landlord is unaware of the condition of the property.

20. The Landlord refers to comparable properties in the area advertised to let between £1,950 and £2,100 per month.
21. The Tenant submitted a response to the Landlord's submission which is dated 8th April 2026. The points raised do not relate to the assessment of a new open market rent.
22. The Landlord submitted an estimate for some repair works to the property at a cost of £1,180. As far as possible the Tribunal could not see that any of these works had been completed.
23. The Landlord submitted a Domestic Electrical Installation Condition Report dated 16th May 2023. The Summary assessed the overall condition as Satisfactory although a number of improvements are recommended. A Gas Safety Report dated 3rd December 2025 was also submitted.

The Hearing

24. An online hearing was held at 1.00 pm on 11th May 2026 using the Tribunal CVP system. Both Parties were present and Mr Singh was aided by a Tribunal appointed interpreter.
25. The Tenant raised issues relating to a possible eviction and the way in which rent had been collected in the past. The Tribunal explained that its' jurisdiction was limited to the assessment of a new open market rent. The Tenant also repeated that repairs had been carried out by him in the past.
26. The Landlord requested that the Tribunal assess a new rent by reference to comparable properties in the area let at much higher rent.

Consideration and Valuation

27. 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 read and considered the papers 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. The personal circumstances of the Parties are not relevant to this issue.
29. Having inspected the Property, 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 with no off-road parking would be £1,800 per month.
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 property is far from being in such condition as noted during the inspection.
32. Using its experience the Tribunal decided that the following adjustments should be made:

Poor kitchen cupboards, fittings and worktops	£150
Poor flooring throughout	£100
Damp in tunnel access	£50
Broken gate and rear tunnel door	£30
Broken windows to conservatory	£30
Loose electrical fittings	£30
Poor decorative order and general wants of repair	£150
TOTAL deduction per month	£540

33. The Tribunal was satisfied that the starting date for the new rent specified in the Landlord's notice would cause the Tenant no 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 in its present condition by a willing Landlord under the terms of this assured tenancy was £1,385 per month.
35. The Tribunal directed that the new rent of £1,385 per month should take effect from 7th 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.