	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	**CAM/00KB/MNR/2025/0823**
Property	**13G Rothsay Road, Bedford, MK40 3PP**
Tenant	**T Page**
Tenant's Representative	**Unrepresented**
Landlord	**H Caplin**
Landlord's Address	**Not Provided**
Landlord's Representative	**Hone and Company, G17 Bedford I-lab, Stannard Way, Priory Business Park, Bedford MK44 3RZ**
Date of Application	**30 November 2025**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Peter Roberts FRICS CEnv and Susanna Shaw**
Date of Decision	**25 May 2026**
Rent Determined	**£675 pcm**
Date the new rent takes effect	**8 December 2025**

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REASONS FOR THE DECISION

Background

1. On 20 October 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £725 per calendar month (pcm) in place of the existing rent of £625 pcm to take effect from 8 December 2025.

2. On 30 November 2025, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.

3. The assured tenancy commenced on 6 July 2020 for a term of 6 months and an initial rent of £575 pcm. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

5. Not applicable

Liability for Council Tax

6. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

7. Clause 4.3 supplements section 11 of the Landlord and Tenant Act 1985 by requiring the Landlord to "*...repair the structure and exterior (including drains, gutters and external pipes of the Property*."

Inspection/Hearing

8. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of an inspection, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Tribunal carried out an inspection of the Property on 23 March 2026 in the presence of the Tenant. The Landlord was notified of the inspection but did not attend.

10. The Property is a small basement flat in a converted period building providing a living/dining room with a kitchen, bedroom and shower alcove. The is a communal garden shared with the other flats in the building to the rear and open car parking to the front.

11. The Tenant advised that the Property extends to 24 m^2.

12. Whilst the Property is physically sub-divided, the rooms are small and compromised such that, in nature, it is more akin to a small studio flat arrangement.

Evidence

13. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

14. The Tenant provided the Tribunal with written and oral details in respect of the historic flooding that had occurred at the Property.

15. Whilst there were no significant remaining signs of flood damage in the flat, it was apparent that the Tenant was concerned with the risk of repeated flooding in the future and perceived lack of mitigation measures.

16. In this context, the Tenant commented that "*insurance quotations available for inspection to illustrate the difference in premiums no flood history and flood history.*"

17. It appears that the flooding has resulted both from adverse weather conditions, inadequate rainwater control and also leakages from within the building.

18. The Tenant also drew the Tribunal's attention to the need to run a dehumidifier to control damp and humidity.

19. The Tenant did not provide any details of comparable advertised or achieved rents.

The Landlord

20. Mr Hone, as the appointed agent for the Landlord, provided details of twelve one-bedroom flats ranging from £750 pcm to £895 pcm in support of the quoted rent of £725 pcm.

Determination and Valuation

21. 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.

22. 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.

23. 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.

24. 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.

25. Similarly, the ability, or otherwise, of the Tenant to pay the rent demanded cannot be taken into account and the Tribunal must disregard the Tenant's personal circumstances as the Property is assumed to be "vacant and to let."

26. Furthermore, the valuation exercise assumes a hypothetical tenant who does not have the benefit of any knowledge obtained from being in occupation of the Property.

27. 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.

28. The Property is small, cramped and compromised by virtue of being in the basement. As such, it would only appeal to a limited market. In this regard, the Tribunal did not consider any of the properties cited by the Landlord to be truly comparable as they were generally larger and/or located on upper floors

29. Whilst it has been kept in a good standard of decoration and repair, an incoming tenant making reasonable enquiries, for example in respect of insurance, would be likely to become aware of the historic flooding issues. These inquiries would be entirely reasonable bearing in mind that the flat is at basement level with light wells.

30. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of **£675 pcm**.

Decision

12. Therefore, the Tribunal determines the market rent at £675 per calendar month with effect from 8 December 2025.

APPEAL PROVISIONS

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.