



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

Case Reference	:	CAM/38UC/MNR/2026/0034
Property	:	Flat 83c Pinnocks Way Botley Oxford OX2 9DE
Applicant	:	Dane Rogers (Tenant)
Representative	:	None
Respondent	:	Stephen Dunne (Landlord)
Representative	:	Breckon & Breckon
Date of Application	:	25 February 2026
Type of Application	:	Determination of a Market Rent sections 13 &14 Housing Act 1988
Tribunal Members	:	Mr N. Martindale FRICS
Date of Decision	:	1 June 2026
Rent Determined	:	£1025 per calendar month
Date of new rent start	:	25 February 2026

REASONS FOR DECISION

Background

- 1 A landlord's notice dated 17 December 2025, was served under Section 13(2) Housing Act 1988 proposing a new rent of £1150 per calendar month in place of the passing rent of £1000 pcm to take effect from 25 February 2026.

- 2 At a date, prior to the effective date, under S.13(4)(a) Housing Act 1988 the tenant referred the landlord's notice proposing a new rent, to the Tribunal for determination.
- 3 The assured tenancy is now calendar monthly periodic.

Allocation of Repairs between Landlord and Tenant

- 4 As per S.11 Landlord and tenant Act 1985.

Landlord's Service Charges and Furniture provided and costs.

- 5 Landlord supplied some furniture including: bed, wardrobe, 2No. chest of drawers, 2No. sofas.

Liability for Council Tax

- 6 Tenant.

Other relevant terms of tenancy

- 7 None

Inspection and Hearing

- 8 An inspection is not routinely carried out. The Tribunal is content that it has sufficient information on the Property, its condition and on comparables, from a combination of the written and photographic representations received and from its own knowledge and specialist expertise.

Property

- 9 There was no inspection. The Property appears to be part of a former semi-detached house originally dating from the 1960's, since substantially extended and converted into a sizeable low rise (2 level) block of 4No. converted/ purpose built flats.
- 10 The Property is on the first floor, has 1 bedroom, living room, kitchen, bathroom WC set on 1 level. There is an external yard and garden area shared with the other three flats. It appears to be between 33 and 35m2 GIA, which is small for one bedroom flat, almost only a large studio flat. There appears to be no on street parking restrictions. Access is off a quiet side turning in an established residential housing estate from the 1960's. Most neighbouring properties appear to still be houses rather than later conversions to flats (Google Streetview March 2026).
- 11 The Property appears to be of traditional brick wall finishes and a range of double pitched hipped roofs finished to single lap concrete tiles. It

appears in good condition. There are PVCu double glazed windows and gas space and water heating.

Evidence

- 12 The Tribunal received completed Form 1 from the tenant with an 8No. A4 page series of detailed representations expanding on the Form. Form 1a from the landlord was received. Although the Tribunal did not receive a copy of the S.13 Notice of Rent increase from the tenant, which would have rendered this application invalid, fortunately the landlord provided a copy of same. The Tribunal is grateful for such information as was provided by one or both of the parties.

Validity

- 13 The tenant in FORM 1 Question 4.2. 1.1 The tenant raises two questions over validity of the initial Notice, though as noted above the tenant did not provide a copy of same to the Tribunal.
- 14 *“Question 4.2 The Form Four submitted by the landlord is invalid for two reasons: 1. The answer to Question 3 is incorrect. The landlord’s agent has answered question 3 such that it now states. The first rent increase date after 11th February 2003 is 25th February 2026 (see note 11 over the page).” The “Guidance notes for landlords on how to complete the notice” state at paragraph 11: “Unless the tenancy is a new one, or one of the exceptions mentioned in note 17 applies, you must insert in paragraph 3 of the notice the first date after 11th February 2003, on which rent is proposed to be, or was, increased under this statutory notice procedure. That date determines the date that you can specify in paragraph 4 of the notice. See also note 16.” [My emboldening.] The statutory notice was used previously by the landlord to increase my rent. This notice was issued on 11 08 2023, and the rent increase took effect from 25 12 2023. Please find attached as evidence: • a copy of the previous statutory notice • a copy of a Tenant Statement dated 21/05/2024 showing that the rent increase took effect. Thus, the date that should have been entered in answer to Question 3 is 25 12 2023. I further believe that this renders the form invalid because a reasonable person would say that the date is wrong.”*
- 15 1.2 They make a second point that: *“I also believe that the same case law that is now applied to Question 4 answers - Mooney vs Whiteland [2023] EWCA Civ 67 - should also apply to this Question 4 answers - Mooney vs Whiteland [2023] EWCA Civ 67 - should also apply to this Question 3 answer. The landlord’s agents were informed of my opinion that the answer was a mistake, but they would not withdraw the Form.”*
- 16 2. The tenant contends that: *The address is incorrect. The landlord’s agent has stated the address as “83c Pinnocks Way, Oxford, Oxfordshire, OX2 9DE, United Kingdom”. This is incorrect, because*

the flat is in Botley. The evidence for this is the written contract that applied at the start of the tenancy, which stated the address as Botley. A copy of the front page of this contract is included. Therefore, either the address at the start of the tenancy is valid, or the address on the form is valid. Presumably, the landlord will not wish to argue that the contract address was invalid, and thus the address on the Form 4 is the invalid one. (Please note that this contract no longer applies, as the tenancy is a statutory periodic tenancy now.)

- 17 In FORM 1 Question 5.5: The tenant explains: *“I do not have a copy of the tenancy agreement because: The history of this tenancy is somewhat convoluted. Please allow me to explain it here. The history of the Tenancy and the Agreement(s) is: On 23 08 2021, I signed the Tenancy Agreement, which came from then managing agents Hutton Parker (HP). That contract was an Assured Shorthold Tenancy (AST). On 25 08 2021, the tenancy started; I assumed at the time that it was on the basis of that contract. However, two facts must be placed before the Tribunal: 1) 2) There are no landlord initials on the pages of the HP AST. One can argue that therefore it was unsigned, or alternatively argue that the managing agent signed it as a generality but that the terms and conditions were unsigned by the claimant and are thus unenforceable. There is no date next to the managing agent’s signature on the HP AST. One can therefore argue that the start date of the Agreement is unknown. There is therefore an initial argument that the HP AST never took effect and if that is the case, then the tenancy has been purely statutory from the beginning. On 25 08 2022, the tenancy having been in place for 12 months, it became periodic - probably a contractual one, although the relevant wording in the HP AST is ambiguous on the matter. On 01 11 2022 the claimant changed managing agents, to Breckon & Breckon (B&B). On 19 09 2023 the claimant trespassed (I have video evidence); my understanding is that offence may have then created a third Tenancy Agreement that was purely statutory. In November 2022 and again in December 2023, I was put under pressure to sign a B&B Tenancy Agreement. On both occasions I refused to do so. Above everything, I draw the Tribunal’s attention to the lack of a Gas Safety Record (GSR) dated in the 12 months prior to my taking possession. A Section 21 court has examined the evidence for this, and ruled that a GSR was indeed not present. This arguably means that the contract always was, and remains, an Assured Tenancy (AT), not an AST. The tenancy is therefore probably held under an AT, but might be held under a HP contractual periodic AST, or a statutory periodic AST. It is clear that the tenancy is definitively not governed by the HP AST. Therefore, for the reasons explained above, I do not have a current written contract.”*

Tenant – Other Representations

- 18 In FORM 1 Question 11.2: The tenant elaborates their explanation as to how they arrived at what the new rent should be which is £944 pcm, following service of the notice. ***“The monthly rent for the flat should be £944. This figure is the average of the figures***

derived from the reasoning shown below. There are five reasons why the rent should be a lower monthly figure than that which the landlord has asked for.”

- 19 **“Reason 1 £737 a month.** This is based on what the landlord charges for two of the other flats in the same building. The flat that I rent is the smallest one in the building; it therefore follows that the rent should be less than the others in the building. However this has not been the case, as I now demonstrate. Flat C, my flat, is 32.58 sqm (including a hallway not listed in Section 6.7) i.e. 33 sqm. Flat A 49 sqm, this was available to rent at £1100 pcm in February 2023. Based on Flat A at that time, my rent should have been £741 pcm ($£1100/49 \times 33$). However I was paying £925 pcm. This shows that I was overpaying as against that flat. Flat B 56 sqm, this was offered to me to rent at £1275 in November 2024. Based on Flat B at that time, my rent should have been £751 pcm ($£1275/56 \times 33$). However I was paying £1000 pcm. This shows that I was overpaying as against that flat. Furthermore, both the above flats are renovated, and mine is not. I propose that it would be reasonable to take the rent for Flat B, increase it by the ONS figures for the rental inflation of the last 12 months, adjust it to account for my flat being smaller, and then reduce it by 5% to account for my flat being unrenovated....”
- 20 **“Reason 2 £1032 a month** This is based on the landlord’s own previously charged rent. The previous rent increase for this flat (mentioned in answer to question 4.2 above) took effect from 25 12 2023. At that time, the landlord was content to rent the flat to me at £1000 a month. It seems reasonable to assume that he would have expected that to be the rent level for the next 12 months. That takes us to 25 12 2024. The ONS link under “Reason 6” shows the average increase in the last 12 months to have been 3.2% for a one bedroom flat. Therefore, based on the landlord’s own desired rent, the rent should not be more than £1032 a month. Thus, the landlord himself demonstrates that his request for £1150 a month is manifestly excessive. This is even if it were determined that the market rent of £1000 previously was reasonable. Please see the explanations elsewhere in this section, and in section 11.3, that show why I believe that not to be the case.”
- 21 **“Reason 3 £1000 a month** This is because the landlord is asking for the rent he might get if he renovated the flat; it would not be reasonable to pay him that given that the flat is not renovated. I draw the following dates to the Tribunal’s attention: • in May 2025 the landlord served a Section 21 notice to evict me; • in July 2025 I declined to move out, and referred the Section 21 notice to Court; • in September 2025 the Court declined to grant possession to the landlord. • In November 2025 the landlord issued a Form 4 asking for an increase in the rent payment. The landlord’s managing agent said that the landlord wanted to evict me in order to upgrade the flat. The November Form 4 contained a material error in the answer to Question 4; I pointed that out to the agent, and the Form was

withdrawn and the current one issued instead. It appears that the rent that the landlord has asked me for, is what he would have asked a new tenant for when renting the flat out after he had upgraded it. This would explain why he has asked for a rent that is broadly in line with the rent from the other (renovated and larger) flats he owns in this building. The figures quoted in Reason 1 support this viewpoint.

- 22 ***Reason 4 £990 a month*** *This is based on what OpenRent state the rent for the flat should be. Therefore, my current rent effectively matches that of the average flat in the area. This shows us that a rent increase is not warranted or reasonable. Section 11.3 “Explanation of property condition and rental experience to date” below shows why this flat is arguably in worse condition than the average, and also shows the landlord’s approach to his legal responsibilities could arguably warrant a further rent reduction.*
- 23 ***Reason 5 £963 a month*** *The flat is in Botley. Botley is in the Vale of the White Horse, and not in Oxford. This link shows this very clearly. According to the Office for National Statistics (ONS), the average one bed flat in the Vale of the White Horse (VWH) rented for £963 pcm in January 2026. Rental inflation in the VWH in the last 12 months has been 3.2% for a one bedroom flat...”*
- 24 ***Summary £944 a month*** *A logical approach to the reasoning for calculating the rent, has shown us that there are a variety of figures, all well below what the landlord has asked for. **These figures pcm are £737 £963 £990 £1000 £1032** The average of these figures gives us **£944 pcm**.*
- 25 *There are seven further reasons why the rent sought by the landlord is higher than it should be: 1. 2. 3. 4. 5. 6. 7.*
- 26 ***“The heating in the flat has not worked fully*** *almost since October 2021, less than two months after the start of my tenancy. The flat has four radiators; only two of them work properly. The radiator in the living room is only partly warm, and the radiator in the bedroom does not work at all. Thus, I have gone through four winters without heating in the bedroom other than a standing electric radiator that I have to use (this incurs extra heating costs for me, as electricity is more expensive than gas). Therefore, the rent paid since the start of my tenancy has been based on having functioning central heating; but it has failed to function. This has been raised numerous times with the landlord directly, and with his agents (both the current managing agent, and the initial managing agents). The repairs - which are obviously required in law - have been refused numerous times. The First - Tier Tribunal Property Chamber (Residential Property) HAV/00HP/MNR/2024/0605 determined that it was reasonable to make a deduction of £100 per month for a lack of central heating. The S21 referenced in 11.1 and 11.2 above (under Reason 3) was the sixth S21 that the landlord has issued during my tenancy. It is noteworthy that there is an alignment between my times of asking for the*

radiators to be repaired, and the landlord's issuings of the previous Section 21's. That is, it was repeatedly the case that after asking for the radiators to be repaired, I would be issued with a Section 21. I note here, that the reason that the Court declined to grant possession in September 2025 to the landlord for that S21 referenced above, was because there was no valid Gas Safety Certificate at the time of the start of my tenancy. I note that this constitutes a criminal offence, as well as a civil one".

27 ***"There have also been numerous breaches of the right to quiet enjoyment*** (including twice pressurising me to sign a new rental agreement, and attempted and actual trespass). The landlord would not change the the lock for the front door to the flat, when the lock stopped working, and so I had to call out a locksmith myself and pay for it myself. The Agent eventually refunded my costs many months later. The landlord refused to call out an emergency electrician, denying that the problem was an emergency, despite any evidence whatsoever to that effect. I therefore had to call out an emergency electrician myself on 01 12 2025 and pay them myself. At the time of writing, a refund of my costs is still outstanding and indeed has been actively refused by the landlord. Finally, I have also had to buy my own (black-out) blinds, for which the Rent Tribunal referenced at 1. above ruled it was reasonable to make a deduction of £15 a month."

28 The tenant referred to the condition inside the Property, noting a small number of defects some in the past, others current. These included: 2No. of 4No. wet radiators did not produce space heating, meaning that he had to use a more expensive electric heater as well; a broken entry door lock which the tenant had replaced in the past; the tenant had to provide black out curtains. He also provided some internal photographs. The interior appeared to be fair to good condition.

Landlord's Representations

29 The Tribunal received brief representations from the landlord in Form 1a and they provided a copy of the Section 13 Notice of rent increase. These representations also included reference to valuation work completed by their agent dated 2 April 2026, around the antecedent valuation date, as to the new market rent for the Property.

30 This report showed 7No. relevant flats vacant to let, with asking rents from £1200 to £1840 pcm. They also referenced the rent of £1225 pcm achieved wef January 2025, for flat 83b a larger flat in the same Building as the Property and 6No. other relevant flats let in 2025 and early 2026 ranging from £1250 pcm to £1800 pcm.

Law

31 In accordance with the terms of S.14 of the Act we are required to determine the rent at which we consider the property might reasonably

be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; but assuming that the Property to be in a reasonable internal decorative condition.

Valuation

- 32 The Tribunal is content that the Notice was correctly addressed received and acted on and does not sustain the tenant's argument that it was invalid. Absence of reference to the correct last review date and to the village/suburb do not invalidate the current notice. The tenancy is clearly an assured periodic tenancy now, the former fixed terms having expired and the copy provided is sufficient, if brief in format. The review date was not within the last 12 months of the current date. However at present, the place of the definitive determination of validity rests with the County Court to whom either party may refer the question.
- 33 The Tribunal finds the tenant's comparables, said to be let or to let around in early 2026, and the arguments set out in 'Reason 1', helpful. The other 'Reasons' given, referring to past rents, landlord actions towards the tenant here, average county rents and ONS statistics, far less useful when determining the market rent in February 2026.
- 34 From these and from the Tribunal's own general knowledge of market rent levels in and around Oxford, it determines that the subject Property would let on normal Assured Shorthold Tenancy (AST) terms, for £1100 pcm, fully fitted and in good order. This is the rent we would expect the Property to let for in the open market if it was in the same condition as comparable properties including landlord's white goods carpets and curtains.
- 35 The tenant referred to the condition inside the Property, noting a small number of defects some in the past, others current. These included: 2No. of 4No. wet radiators did not produce space heating, meaning that they had to use a more expensive electric heater as well; a broken entry door lock which the tenant had replaced in the past; the tenant still had to provide black out curtains. They provided some internal photographs which appeared to show as in fair to good condition.
- 36 From the representations the Tribunal found that the failure of half the central heating system and the absence of blinds was sufficient to justify a small allowance of £75 pcm. The new rent is therefore £1025 pcm.

Undue Hardship

- 37 This was not sought by the tenant in their application.

Decision and effective start date

- 38 The starting date of the new rent of £1025 pcm is from and including 25 February 2026.
- 39 Although the landlord is not obliged to charge this rent and may charge a significantly lower rent as a result of their own choice, policy, or governmental regulation; they may not charge more than this figure.

Chairman N Martindale FRICS

Date 1 June 2026

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 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 decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

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).