	FIRST - TIER TRIBUNAL **PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**CAM/00MG/MNR/2026/0102**
Property	**74 Eredine Crescent, Shenley Wood, Milton Keynes, Buckinghamshire, MK5 6NG**
Tenant	**Ebubechukwu Ekechi** **Queenie Arthur**
Tenant's Representative	**None**
Landlord	**Heritage FL Single Family Homes Limited**
Landlord's Address	**C/O Allsop Letting & Management, Platform, New Station Street,** **Leeds, LS1 4JB, United Kingdom**
Landlord's Representative	**Allsop Letting & Management**
Date of Application	**1 May 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Alice Holtom** **Patrick McGreal MRICS**
Date of Decision	**9 July 2026**
Rent Determined	**£2,016**
Date the new rent takes effect	**28 May 2026**

REASONS FOR THE DECISION

Background

1. On 27 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,150 per calendar month ("pcm") in place of the existing rent of £1,975 pcm to take effect from 28 May 2026.

2. On 1 May 2026, 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 28 May 2025 for a term of 12 months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

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

Liability for Council Tax

5. 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.

6. None

Inspection/Hearing

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

The Property

8. The Property is a two-storey one year old three-bedroom semi-detached house let on standard terms offering the following accommodation:

   Lounge, kitchen/diner, three bedrooms and three bathrooms.

   Outside: An external shed in a small rear garden.

The Property benefits from heating by air source heat pump and radiators, carpets in all the bedrooms, stairs and landing and wood flooring on the entire lower floor of property

The Property is situated in a developing housing estate.

Evidence

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

The Tenant.

10. The Tenant made the following comments:

a) The property is a new build. No improvements have been made in the past year since the start of the tenancy.

b) The landlord offered an incentive of £1,750 at the start of the tenancy resulting in an effective rent over twelve-month tenancy £1,829 pcm. The offering of incentives is standard practice in the development. The rent minus the rent incentive is the market rent.

c) Other vacant properties in the development that are being advertised with rent incentives and comparable properties are being let with incentives meaning the real market value is lower.

d) The Landlord's comparables indicate that the market requires incentives by way of one-month free rent or shopping vouchers to secure lettings at this level. A comparable advertised at £2,200 pcm with a one month rent free incentive results in an effective rent of £2016.67 rather than the headline advertised figure.

e) The comparables provided by the Landlord explicitly includes Wi-Fi within the rental price whereas the subject property tenancy does not. The Tenant pays £27 per month for Wi-Fi.

f) The comparables provide by the Landlord include fully detached homes and the subject property is semi-detached.

g) Withholding addresses of properties relied upon in evidence prevents verification of their authenticity by both the Tenants and the

Tribunal. The General Data Protection Regulations ("GDPR") does not prevent the landlord from revealing the addresses of the comparable properties.

h) A tenant taking a property offered with a financial incentive faces a disincentive from moving due to removal costs, fees and work disruption. When the incentive is not repeated on renewal of the tenancy the tenant is trapped either having to pay the quoted renewal rent or incur moving costs allowing the landlord to increase the rent above open market rent level.

11. In terms of rental evidence, the Tenant provided a *Rightmove* advert for a 3 bedroom 2-bathroom property on Eredine Crescent, advertised on 19 March 2026 at £1,850 pcm, and two other semi-detached properties advertised for £2,200 pcm with a one-month incentive subject to a May move in.

The Landlord

12. The Landlord states that the house type is known as 'The Oakwood'. The following comparables of the same type known as 'The Oakwood' were provided by the Landlord:

a) Eredine Crescent - May 2026 - £2,150pcm

b) Eredine Crescent – June 2026 - £2,150pcm.

c) Eredine Crescent – June 2026 - £2,150pcm

d) Eredine Crescent – July 2026 - £2,150pcm

e) Eight further comparables obtained online for three-bedroom two-bathroom properties located in Shenley Wood, Eredine Close and Whitehouse with values ranging from £2,150 to £2,300 pcm.

13. The Landlord was requested to provide the house numbers of the comparables located in Eredine Crescent but declined to do so, stating that disclosure of the specific property addresses would constitute a breach of GDPR. The Landlord did, however, confirm that the existing tenants had renewed their tenancies at the rents stated and that no incentives had been offered in respect of those renewals.

14. The Landlord contended that incentives offered in the marketing of other properties do not affect the rent agreed and should not be taken into account when assessing or adjusting the rents achieved.

Determination and Valuation

15. The Tribunal accepts that the Landlord's comparables include Wi-Fi within the rent. The subject tenancy similarly includes a Standard Broadband Service. No evidence has been provided regarding the nature, specification or relative value of the services provided in the comparable properties, nor as to the service procured separately by the Tenants for £27 per month. The Tribunal is therefore unable to quantify any difference between the properties arising from broadband provision and declines to make any adjustment to the comparable rents on this basis. Accordingly, this factor has not materially influenced the Tribunal's assessment of the market rent.

16. The comparable provided by the Tenant in Eredine Crescent for £1850 is dated from 19 March 2025 which predates the subject property tenancy and the Tribunal does not therefore give it much weight.

17. Market rent is the rent that a willing tenant would pay, and a willing landlord would accept in an open market transaction. Where landlords routinely offer rent-free periods or financial incentives to secure tenants, those incentives form part of the overall bargain and are evidence that the headline rent overstates the true level of rent obtainable in the market.

18. The existence of incentives demonstrates that the headline rents advertised do not reflect the true market consideration required to secure tenants. While the contractual rent may be expressed as £2,200 pcm, a one-month rent-free incentive reduces the effective rent payable to £2,016.67 pcm over the first year. The need to offer such incentives is evidence that demand at the advertised level is insufficient and that the market-clearing rent is lower than the headline figure. The Tribunal is therefore satisfied that the market rent is that as obtained subject to incentives offered.

19. The Tribunal has considered the comparables provided by the Tenant and the Landlord.

20. The Tribunal does not accept the landlord’s contention that GDPR regulations prevent the disclosure of the addresses of the comparable properties. Under the UK GDPR, personal data can be processed or disclosed where there is a lawful basis for doing so, including where disclosure is necessary for legitimate interests, compliance with a legal obligation, or for the establishment, exercise, or defence of legal claims. An address is not automatically protected from disclosure simply because it may constitute personal data.

21. In the absence of the addresses of the comparable properties relied upon by the landlord, including those at Eredine Crescent with rents of £2,150 per month, the Tribunal is unable properly to scrutinise those comparables or assess the extent to which they are genuinely comparable to the subject property. Consequently, the weight that can be attached to that evidence is materially reduced.

22. Whilst all of the Landlord comparables are located within a three-mile radius of the subject property, the Whitehouse Park properties are situated in a materially different location. Comparables drawn from the same locality as the subject property such as Shenley Wood and Eredine Crescent are therefore likely to provide a more reliable indication of market rent of the subject property than those drawn from Whitehouse Park.

23. The comparables from Shenley Wood and Eredine Crescent range from £2,200 to £2,300 and the majority of those properties advertised in the area include a month rent free incentive reducing the effective rent payable to £2,016.67 pcm over the first year

24. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord and the Tenant, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £2,015. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties including having white goods and curtains provided by the landlord.

25. From this level of rent, the Tribunal has made no adjustments in relation to the following:

    a) Wi-Fi

The full valuation is shown below:

Starting Rent			£1975 pcm
Less			
a)	Items given under a) above	£0	£0
Market rent			**£2,016 pcm**

Undue hardship

12. The new rent takes effect from the date specified in the Landlord's Notice of Increase unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date a Tribunal makes its determination.

13. The Tenant has stated that a change in the rent to the degree the landlord is proposing would represent a 17.5% jump in rent in a calendar year. This would significantly degrade the quality of life of the Tenant, their partner and their 2 children. The Tenant did not provide evidence to show how they would experience hardship.

14. The Landlord did not submit any evidence in relation to the Tenants statement that they will suffer hardship.

15. As a result of our decision the rent will increase by £41 per month. Whilst the increased rent will inevitably result in higher housing costs and may require the Tenants to reallocate their financial resources and adjust their expenditure, such consequences are a natural consequence of a market rent increase and do not, without more, amount to undue hardship. On the evidence available, the Tribunal is not persuaded that the Tenants have demonstrated undue hardship arising from the rent increase to justify postponement of the effective date of the new rent.

Decision

16. Therefore, the Tribunal determines the market rent at £2,016 per calendar month with effect from 28 May 2026.

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.