



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

Case Reference : **CAM/00MA/MNR/2025/0804**

Property : **2 Charterhouse Close Bracknell
Berkshire RG12 0XF**

Tenant : **Jemma Oval**

Landlord : **Stuart Reed**

Type of Application : **Section 13 Housing Act 1988**

Tribunal Members : **Mrs E Flint FRICS**

**Date and venue of
Hearing** : **4 February 2026
Remote on the papers**

DECISION

**The Tribunal determines a rent of £1,450 per calendar month with
effect from 4 February 2026**

Background

1. On 5 November 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1450 per month in place of the existing rent of £950 per month to take effect from 4 January 2026.
2. On 21 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 tenant occupied under a tenancy for twelve months from 4 October 2022 at £950 per month. The house is a modern two bedroom end of terrace property with the benefit of a garage.
4. Directions were issued on 1 December 2025.

Evidence

5. The landlord and tenant made short submissions.
6. The tenant stated that a 52% increase was not affordable. The landlord had returned her deposit which she had not sought or agreed to. She received Housing Benefit from the council.
7. The landlord explained that his five year mortgage deal was coming to an end and he had to increase the rent to cover his outgoings. He had not increased the rent for five years and was trying to keep the rent below market rates. New carpets were laid in June 2021 and a new front door provided in August 2022. He accepted that the kitchen units needed "refreshing".
8. He explained that he had returned the tenant's deposit to help her pay the new rent or use when moving into another property.
9. The landlord referred to three similar properties within half a mile of the subject which were on the market at asking rents of £1500 per month.

Determination and Valuation

10. The properties referred to by the landlord were in slightly better condition than the subject property although none appeared to have a garage. I therefore determine that the proposed rent of £1450 per month represents the open market rent of the property.

Decision

14. The Tribunal directs the new rent of £1,450 per month be effective from 4 February 2026 as backdating of such a large increase would cause the tenant undue hardship. The landlord in his evidence accepts that the tenant will find it difficult to pay the increased rent.

Chairman: E Flint

Date: 4 February 2026

ANNEX - RIGHTS OF APPEAL

- I. 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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>
- II. 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.
- III. 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.
- IV. 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. Please note that if you are seeking permission to appeal against a decision made by the Tribunal under the Rent Act 1977, the Housing Act 1988 or the Local Government and Housing Act 1989, this can only be on a point of law.

Appendix

Housing Act 1988

- 14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee 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 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 of the dwelling-house concerned or are payable under separate agreements....

(7) 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 ... 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