

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00ME/MNR/2026/0002
Property	69 Ray Mill Road West, Maidenhead, SL6 8SN
Tenant	A R Ali
Tenant's Representative	N/A
Landlord	L Kalomar and Y Kalomar
Landlord's Address	Long Mead, Milley Bridge, Waltham St Lawrence, Reading, RG10 0LA
Landlord's Representative	N/A
Date of Application	
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Peter Roberts FRICS CEnv
Date of Decision	5 January 2026
Rent Determined	£2,100 pcm
Date the new rent takes effect	9 January 2026

REASONS FOR THE DECISION

Background

1. On 27 November 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,200 per calendar month (pcm) in place of the existing rent of £1,610 pcm to take effect from 9 January 2026.
2. On 5 January 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 9 March 2021 for a term of 12 months at an initial rent of £1,400 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. N/A

Liability for Council Tax

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

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

7. N/A

Inspection/Hearing

8. 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

9. The Tribunal did not inspect the Property and has relied upon the submissions of the Parties together with Google Street images.
10. The Property comprises a semi-detached modern house set over two levels with a lounge, cloakroom and kitchen at ground floor level with four bedrooms and a family bathroom at first floor level. It benefits from central heating and double glazing, but the carpets, curtains and fridge have been provided by the Tenant.
11. There are gardens to the front a rear together with a single garage and a large driveway at the front.

Evidence

The Tenant.

12. The Tenant stated:

“Water leaks, garage repairs, window repairs, leaking ceilings, broken kitchen cupboards, tiling, windows, cooker, fridges, kitchen ceiling, front doors and patio handles. The whole house is currently in a dilapidated condition including water leaking into the lounge from the shower. Also water leaking through the kitchen ceiling lights when raining. Full kitchen is in need of repairs such as hanging and broke cupboards doors and broken tiles. The landlord promised that all this disrepair would be completed in July of that year as the weather was not good in March including a clear out of the garage so it would be usable. It is still in a derelict condition inside, still unusable.”

13. The Tenant also identified matters of disrepair relating to the garden wall and garage together with condensation on the windows.

The Landlord

14. The Landlord stated:

“The property is a large 4-bedroom house located in Maidenhead with private parking capacity for up to three vehicles. The property is in good condition. The current rent of £1,610 is significantly below the market rate. Similar properties in the area are currently rented between £2,200 and £2,500 per month. We have attached evidence of comparable rental properties in the area and surrounding areas. We believe the proposed rent is fair and reflects the current market value.”

15. The Landlord provided a copy of a letter from Braxton Land & Estate Agents which set out a “desk-top” assessment of £2,200 per month. In addition, a “Best Price” schedule prepared by Chancellors of four properties was provided detailing rents ranging from £2,300 pcm to £2,600 pcm.

Determination and Valuation

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.”
21. 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.
22. 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.

23. The Tribunal noted the evidence of the letter provided by Braxton Land & Estate Agents but took into account that the assessment of rental value at £2,200 pcm was made on a desk-top basis without any inspection having been carried out. Furthermore, the author advised that the estimate was on the basis of a negotiable monthly rent. It was also noted by the Tribunal that this estimate at £2,200 pcm was below the rents quoted on the “Best Price” schedule prepared by Chancellors.
24. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal therefore considers that the market rental that would be agreed following marketing of the subject Property and assuming that the Property was modernised and in good order would be in the order of £2,150 pcm.
25. However, the existing Tenant has been in occupation since March 2021 and it is apparent that, notwithstanding the clear difference of opinion between the Tenant and the Landlord as to the condition of the Property, it would benefit from refurbishment and redecoration to put it in a state commensurate with the expectations of the market whilst also taking into account the relative lack of alternative properties on the market.
26. The Tribunal has therefore adopted a reduced rent of £2,100 pcm (i.e. a deduction of £50 pcm).

Market rent

£2,100 pcm

Decision

12. Therefore, the Tribunal determines the market rent at £2,100 per calendar month with effect from 9 January 2026. The rent payable may not, therefore, exceed this figure. However, this does not prevent the Landlord from charging a lower figure.

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.