	FIRST - TIER TRIBUNAL **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**CAM/00MB/MNR/2025/0817**
Property	**42 Gould Close, Newbury, West Berkshire, RG14 5QN**
Tenant	**I Pohoretskyi and V Pohoretska**
Tenant's Representative	**Not applicable**
Landlord	**Newbury Gould Close Limited**
Landlord's Address	**105 Eade Road, Occ Building A, 2nd Floor, Unit 11A, London N4 1TJ**
Landlord's Representative	**Parkstone Assets**
Date of Application	**10 December 2025**
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	**4 June 2026**
Rent Determined	**£1,200 pcm**
Date the new rent takes effect	**21 December 2025**

REASONS FOR THE DECISION

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 £1,200 per calendar month (pcm) in place of the existing rent of £960 pcm to take effect from 21 December 2025.

2. On 10 December 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 21 March 2023 for a term of six months at an initial rent of £839 pcm. The rental period was 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 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. 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 Property is a second floor two-bedroom flat with bathroom and living room within a purpose built three storey modern flat complex. There is no private garden or garage.

Evidence

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

The Tenant.

11. The Tenant made the following comments:

    a) The increase in rent from £996 to £1,200 pcm is disproportionate
    b) Underlying structural and thermal issues
    c) Mold and damp
    d) Hearting and energy efficiency
    e) Internal fittings and cracking
    f) Building maintenance and condition of communal areas
    g) Lack of allocated car parking
    h) Comparable evidence being set by the Landlord

12. The Tenant also submitted photographic evidence.

13. The Tribunal was provided with seven examples of 2-bedroom flats being let at rents of £1,000 pcm to £1,100 pcm.

The Landlord

14. Mr Berger completed the Reply Form on behalf of the Landlord and advised that: *"were the tenant to vacate, we would achieve over this S13 requested amount*."

15. He submitted a Response to the Tenant's submissions and referred to agreed rent increases at £1,200 pcm within the block and new tenancies at £1,250 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. 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. It is an established principle that the best evidence comprises transactions in the building within which the Property is located on the basis that they most closely relate to the Property itself. As such, whilst the Tribunal has regard to all the evidence available to it, the evidence of rents of flats located within the same development carries greater weight relative to evidence of lettings elsewhere.

24. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by both the Parties, the Tribunal considers that the market rent as at the effective date was £1,200 pcm.

Decision

12. Therefore, the Tribunal determines the market rent at £1,200 per calendar month with effect from 21 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.