

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00MC/MNR/2025/0810
Property	Flat 37 Meadway Precinct Reading Berkshire RG30 4AB
Tenant	Eliana De Costa Correia
Landlord	Chillingham Limited
Landlord's Address	41 Walsingham Rd Enfield Middlesex EN2 6EY
Landlord's Representative	Landswood de Coy LLP
Date of Application	28 November 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mary Hardman FRICS Stephanie Johnson
Date of Decision	16 March 2026
Rent Determined	£1000 per calendar month
Date the new rent takes effect	1 December 2025

REASONS FOR THE DECISION

Background

1. On 30 October 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1200 per calendar month (pcm) in place of the existing rent of £950 pcm to take effect from 1 December 2025.
2. On 28 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 assured tenancy commenced on 1 December 2019 for a term of 12 months. The rental period is a calendar month.

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. None.

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. The tenant's obligations are set out in clause 3 of the tenancy agreement and the landlord's obligations in clauses 4 and 5 which include reference to section 11 of the Landlord and Tenant Act 1985

Inspection/Hearing

8. The tribunal originally proposed to inspect the property but on reviewing the photographs provided as part of their evidence by the tenant decided that an external inspection would be appropriate – which it did on 9 March 2026.
9. 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

10. The Tribunal carried out an external inspection of the Property on 9 March 2026.
11. The Property comprises a maisonette over a parade of shops, some of which are vacant. It provides a lounge and kitchen on the first floor and three bedrooms together with a bathroom on the second floor. There is double glazing and night storage heaters, but the white goods are provided by the Tenant.
12. There is open space comprising the roof over a retail unit and off-road car parking in a communal space.
13. The kitchen and the bathroom appear to be basic and the décor dated.
14. Access is via open concrete steps to the side of the retail units.

Evidence

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

The Tenant.

16. The Tenant supplied a large number of photographs and details of a claim that they had made against the landlord in the county court. The landlord had agreed to pay compensation to the tenant in September 2025 and to undertake repairs identified by an expert with a completion date of October 2025 which was later extended to November 2025.
17. The tenant states that whilst some works were done, to include replacement of windows on the first floor as at the end of November they report that there remained:
 - Mould in the kitchen
 - Mould in parts of the bedrooms
 - Works to prevent damp ingress not completed in a bedroom
 - Works to lounge to remedy damp ineffective and glazing not replaced.
18. Photographs indicate that the state of the décor is poor with paper lifting from walls, particularly in corners and under windows.
19. The tenant did not supply any comparables. They stated that it was inequitable for the landlord to implement a monthly increase of £250, especially in light of his understanding of the multiple issues impacting the property's condition.

20. The tenant goes on to say that the implementation of superficial measures such as painting and making minimal modifications to conceal underlying issues ought to be regarded as both unlawful and unethical. This is not an issue for the tribunal, whose jurisdiction is to determine the open market rent.

The Landlord

21. The landlord confirmed details of the accommodation and provided a copy of the tenancy agreement.
22. In terms of evidence, they sent an email with links to two two-bedroom flats which they said were within the area and were offered for let at £1250 and £1300 per month. They were both in low rise modern residential blocks.
23. They also provided a link to three 3-bedroom flats. They were similarly in modern low rise residential blocks, located outside the RG30 postcode and for let at between £1350 and £1600 per month
24. They went on to state that *'we are still offering under market value rent as an understanding that we didn't want to propose a vast increase of the rent to the tenant considering the duration of their tenancy. Given they have a three-bedroom flat with many amenities that most three-bedroom flats have we believe we are being considerably reasonable and hope you would agree to this conclusion'*

Determination and Valuation

25. The tribunal has had regard to the comparables supplied by the landlord. However, they are very different in character, condition and location from the subject property and therefore carry relatively low weight.
26. Relying on its own expert, general knowledge of rental values in the area, and those comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1230. This is the rent we would expect the property to let for in the open market if it was in the same condition as properties generally coming to the market, including having white goods provided by the landlord.
27. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Basic kitchen and bathroom
 - b) Damp and mould as referred to above

- c) No central heating
- d) No white goods

The full valuation is shown below:

Starting Rent			<u>£1230</u>
<u>Less</u>			
a) Items given under a) above	£ 50		
b) Items given under b) above	£ 100		
c) Items given under c) above	£ 50		
d) Items given under d) above	£ 30	<u>£ 230</u>	
Market rent			£1000.00 pcm

Decision

28. Therefore, the Tribunal determines the market rent at £1000 per calendar month with effect from 1 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.