



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

Case Reference	:	CAM/00MB/MNR/2025/0824
Property	:	28 Gould Close Newbury West Berkshire RG14 5QN
Applicant	:	Stephen Skeete (Tenant)
Representative	:	None
Respondent	:	Newbury Gould Close Ltd. (Landlord)
Representative	:	Parkstone Asset Management Ltd.
Type of Application	:	S.13 Housing Act 1988 Determination of a new rent
Tribunal Members	:	Mr N. Martindale FRICS
Date and venue of Meeting	:	27 July 2026 by Online Video First Tier Tribunal (Eastern) County Court Cambridge CB1 1BA
Date of Decision	:	27 July 2026

REASONS FOR DECISION

Background

- 1 The First Tier Tribunal received an application dated 15 December 2025, before the effective start date of the new rent sought, from tenant of the Property, regarding a notice of increase of rent served by the landlord, under S.13 of the Housing Act 1988 (the Act).
- 2 The notice, dated 5 November 2025, proposed a new rent of £1,200 per calendar month from and including 3 January 2026. This rent does not include other services.

- 3 The tenancy is an assured periodic calendar monthly tenancy succeeding an earlier fixed term lease, with effect from and including 3 September 2018. A copy was provided.
- 4 The rent payable from up to and including 2 January 2026 was said to be £996 per calendar month.

Directions

- 5 Directions for the progression of the case, were issued by Legal Officer Laura Lawless. A hearing was requested.

Inspection

- 6 There was no inspection. The Property is a two bedroom, one bathroom flat with kitchen and living room. It is on an upper (second top) floor of a small low rise block (3 levels) constructed in the late 1980's early 1990's. There are internal communal stairwells and external communal gardens (Google Streetview June 2018). This is a purpose built Building on an estate of similar low rise blocks.
- 7 The Building within which the Property is located is finished to brick with double glazed windows and double pitched single lap tiled roof above. The surroundings are open space with landscaped car parking. It is assumed the tenant has use of a parking space on site. The accommodation is 2 bedrooms, living room, kitchen, bathroom WC with electrical storage heaters. It has no balcony, unlike other flats.

Tenants' and Landlord's Representations – Written and Oral

- 8 The tenant attended the hearing on 27 July 2026 by telephone call. He provided written submissions via the Application Form. The tenant stated that in late 2025 he had experienced minor disrepair; mainly now historic but there was bath rust, a deficient electrical – living room heater, broken kitchen hob; mould to and around grouting in the wet rooms and floor coverings. There had been birds/ squirrels in the loft above but this had been fixed. The Property does not have a balcony or "Juliet" balcony unlike other flats in the Building.
- 9 The tenant provided brief details asking prices of similar modern flats locally which for similar accommodation appeared to show rents of between £1,100 to £1,200 pcm. The tenant referred to another flat off the estate let out at a much lower rent. The tenant confirmed that the block had until recently been owned and managed by a Housing Association. The transfer of the block to new owners had improved repairs responses and gradual upgrades but also a rise in rents.
- 10 The landlord who was represented by Mr Chontow of the landlord's agent, whilst not disputing the history of minor disrepair confirmed that by now most had been remedied promptly by the new landlord.

He confirmed that as flats in the Building fell empty they were upgraded, new kitchen and bathrooms and decorations, to re-let.

- 11 The landlord provided brief details of asking prices of similar modern flats locally which for similar accommodation appears to show rents of between £1,150 to £1,200 pcm and recently at the hearing for £1250 pcm on the estate for 2 bedroom flats and £1,400 pcm elsewhere.
- 12 Both parties expanded on their written representations during the online video hearing on 27 Jul7 2026 as set out above.
- 13 The Tribunal is grateful for such information as was provided by both parties in the application and standard Reply Forms and separate representations at the hearing.

Law

- 14 In accordance with the terms of S.14 of the Act we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; but assuming that the Property to be in a reasonable internal decorative condition.

Decision

- 15 From the Tribunal's own general knowledge of market rent levels sought and obtained in and around Newbury, it determines that the Property on this estate would let on normal Assured Periodic Tenancy (APT) terms, for £1,200 per calendar month including any fixed service charge fully fitted and in good order.
- 16 From the representations it found that the Property had suffered from a series of minor defects but, that these had at the valuation date been resolved by the new landlord. However the Property has no balcony (unlike its neighbours), has only has electrical space heating, had inherited worn carpets and white goods. Whilst functional, the kitchen and bathrooms both needed a re-fresh when the Property next falls empty. For these current deficiencies the Tribunal makes an allowance of £150 pcm. The new rent will be therefore be £1,050 pcm.
- 17 Although the landlord is not obliged to charge this rent and may charge a significantly lower rent as a result of their own choice, policy, or governmental regulation; however they may not charge more than these figures from the effective date in the landlord's notice.

Chairman N Martindale FRICS

Date 27 July 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).