

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	BIR/44UE/MNR/2026/0075
Property	3 Walnut Bank, Farnborough, Banbury, Oxfordshire, OX17 1DZ
Tenant	Ms Nicola Croft
Tenant's Representative	
Landlord	The National Trust
Landlord's Address	Heelis, Kemble Drive, Swindon, Wiltshire, SN2 2NA
Landlord's Representative	Mr P Howard, The National Trust
Date of Application	19 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr A Parkinson MRICS Ms S Allen
Date of Decision	5 June 2026
Rent Determined	£1,050 per calendar month
Date the new rent takes effect	21 March 2026

REASONS FOR THE DECISION

Background

1. On 14 January 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,075 per calendar month (pcm) in place of the existing rent of £995 pcm to take effect from 21 March 2026.
2. On 19 March 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 21 September 2023 for an initial term of six months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.
5. Additionally the Tenant is responsible for internal decoration and repairs to internal joinery and the Tenant is also responsible for floor coverings.

Services Charges or furniture provided by Landlord (other than carpets and curtains and white goods specified below) and the costs relating to the same.

6. There are no service charges and the property was let unfurnished.

Liability for Council Tax

7. 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.

8. The tenancy terms and responsibilities for the Tenant to decorate internally and provide furnishings and floor coverings are a material consideration. Additionally the lack of allocated parking is a relevant consideration.

Inspection/Hearing

9. Neither party requested an oral hearing or inspection. 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 Property is a two bedroom house, offering the following accommodation:

Sitting room, kitchen, bathroom and two bedrooms.

Outside: Rear garden

The Property has electric night storage heaters, a wood burner and secondary double glazing.

The Property is situated in the village of Farnborough which is situated to the north of Banbury.

Evidence

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

The Tenant.

12. The Tenant made the following comments:

- a) The subject property does not benefit from allocated parking and only on street parking is available.
- b) The garden at the subject property is considered small and the two sheds within the garden are damp due to overhanging trees above. The garden has a right of way through it and so is not private or secure.
- c) The property contains asbestos.
- d) The carpets and bathroom lino have been replaced by the Tenant.
- e) The shower is substandard and was replaced after 18 months.

13. In terms of rental evidence, the Tenant commented on the comparable evidence provided by the Landlord which is noted by the Tribunal.

The Landlord

14. The following comparables and comments were provided by the Landlord:

- a) Main Street, Upper Tadmarton – £1,050 pcm
Two bedrooms; limited outside space; electric heating; EPC E. Similar accommodation but inferior external amenity.
- b) Bridge Street, Fenny Compton – £1,100 pcm
Two bedrooms; garage and additional parking; oil-fired heating; no outdoor space. Superior parking and heating provision with inferior external provision.
- c) Gaydon – £1,100 pcm
Two bedrooms; mature garden; off-road parking; electric heating; EPC E. Superior parking provision.
- d) Wormleighton – £1,200 pcm
Two bedrooms plus utility room; mature garden; off-road parking; air-source heat pump; EPC D. Superior accommodation, parking, and services.
- e) Wroxton Lane, Horley – £1,400 pcm
Two bedrooms plus en-suite; off-road parking; electric heating; EPC E. Superior accommodation and parking provision.

Determination and Valuation

- 15. The Tribunal considers the comparables provided by the Landlord are suitable evidence. Whilst the comparable properties are not within the village of the subject property it is acknowledged that recent examples of comparable lettings in Farnborough are unlikely to exist. The comparables provided by the Landlord are suitable as examples of lettings of two bedroom properties in local village locations within the past twelve months. It is noted that comparables (d) and (e) offer superior accommodation and that the higher rents are likely to be a reflection of this.
- 16. Relying on its own expert, general knowledge of rental values in the area, and the 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 £1,150 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties provided by the landlord.
- 17. From this level of rent, the Tribunal has made adjustments in relation to the following:

- a) Tenancy terms and responsibilities as the Tenant is responsible for internal decorations
- b) Unfurnished and tenant obligations to provide floor coverings
- c) Lack of allocated parking

The valuation is shown below:

Starting Rent	<u>£1,150</u> pcm
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Less

a) Items given under a), b) and c) above	Total	<u>£100</u>
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Market rent	£1,050 pcm
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Undue hardship

18. The new rent takes effect from the date specified in the Landlord's Notice of Increase unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date a Tribunal makes its determination.
19. The Tenant has not provided any specific request or evidence relating to hardship. Therefore the Tribunal does not consider that the increase from the date in the Landlord's Notice would cause undue hardship and accordingly sets the starting date for the new rent as 21 March 2026.

Decision

20. Therefore, the Tribunal determines the market rent at £1,050 per calendar month with effect from 21 March 2026.

Chairman: Antony Parkinson

Date: 05 June 2026

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.