



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

Case Reference

CAM/00MC/MRA/2026/0008

Property

**Flat 6, 87 London Street, Reading, RG1
4QA**

Tenant

Katia Ngaibino-Zongaouane

Tenant's Representative

Landlord

Latin Link

Landlord's Address

87 London Street, Reading, RG1 4QA

Landlord's Representative

**John Lawson Mann
5 Belle Ave, Reading, RG6 7BL**

Date of Application

11 June 2026

Type of Application

**Determination of an Open-Market Rent
sections 13 & 14 of the Housing Act 1988**

Tribunal Members

**Judge V Lloyd
Mr David Hunt MRICS**

Date of Decision

23 July 2026

Rent Determined

£1,200.00 per calendar month

Date of Valuation

1 May 2026

Date the new rent takes effect	11 August 2026
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REASONS FOR THE DECISION

Background

1. On 1 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,250.00 per calendar month (pcm) in place of the existing rent of £1,150.00 pcm to take effect from 11 July 2026.
2. On 11 June 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy commenced on 11 November 2023. 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. Furniture and white goods are provided by the Landlord. The Landlord does not provide services nor charge separately for anything else.

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.

Hearing

7. 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

8. The Property is 35 square metres located on the second floor and is a top floor flat forming part of a period conversion offering the following accommodation:

One bedroom, open plan kitchen/living room and bathroom.

Outside: The Tenant has parking availability outside of office hours.

The Property benefits from heating by electric radiators, electric immersion hot water and double-glazed windows.

The Property is situated in a conservation area on the southern periphery of Reading town centre and is a short walk to Reading Railway Station. London Street is one of Reading's arterial roads, connecting the town centre with Reading University and the M4 motorway.

Evidence

9. The parties completed the relevant MR1 (Tenant), MR2 (Landlord) and MR3 (Tenant's reply).

The Tenant

10. The Tenant made the following comments:

- a. The Property has an EPC rating of D with electric heaters rated as very poor and hot water electric immersion rated as poor. The EPC was assessed in 2018 and there have been no improvements to date.
- b. There are no lifts at the Property. Access is by stairs only.
- c. *"Parking [is] Advertised as included, however the commercial business occupying the ground floor has priority use, making parking effectively unavailable to the tenant in practice."*
- d. The window frames are in *"significant disrepair — peeling paint, exposed and deteriorating wood, damp and mould visible in joints and sills."* The Tenant provided photographic evidence of the window frames.
- e. *"The dishwasher provided as part of the furnished letting has been non-functional since at least October 2024. The Tenant reported the issue by email at that time. A repair operative attended and assessed it but the fascia door panel remains detached and the appliance is unusable."*

- f. The sofa and bed provided by the Landlord are in “*poor condition... The furnishings are old and some have required replacement at the tenant's own cost.*”
 - g. “*No capital investment has been made in the property's specification since 2018.*”
11. The Tenant has proposed a monthly market rent of £1,180 pcm. In terms of rental evidence, the Tenant provided the following comparables (all furnished):
- a The Chambers, East Street, RG1 one bedroom apartment, £1,175 pcm;
 - b Kings Road, Reading, RG1 two-bedroom flat, furnished, £1,250 pcm; and
 - c Carey Street, one bedroom flat, within 0.3 miles of Reading town centre, no parking, £950 pcm.

The Landlord's Reply

12. The Landlord replied to the Tenant's claims as follows:
- a He referred to modest electric bills covering heating and hot water and no gas bill. “*The electric heating system in Flat 6 is identical to that installed throughout all other flats in the building.*”
 - b “*9 Parking spaces are located at the rear of the building and are allocated to the individual flats. The space associated with Flat 6 is and has always been available to the tenant. Most tenants within the building do not own vehicles, meaning spaces are not in short supply. There are presently 3 tenants using parking spaces, and the rest of the car park is empty most of the time. The tenant is required to apply for a parking permit in order to use the allocated space, which is standard procedure. The Landlord's office requirement is rarely more than one or two spaces Monday to Thursday between 10am and 5pm.*”
 - c “*A 2[sic]-storey building does not need a lift. Few have one.*”
 - d “*The property was professionally cleaned prior to occupation by the tenant in November 2023 ... The Flat was presented in beautiful condition and should be assessed in that same condition for rent review purposes subject to reasonable wear and tear.*” The Landlord has supplied photographic evidence of the Property at the time it was let to the Tenant.
 - e “*The Landlord's Managing agents have been unable to access the Flat for routine maintenance checks over a year now as access has been repeatedly denied by the tenant. More seriously there have been a number of incidents (3 ... and now potentially a 4th) where emergency access was required to*

Flat 6 to check incidents of flooding (into Flat 2 directly below) where the tenant of Flat 6 has denied all access of the Landlord, Managing agent and Contractors to try to find the cause of the water spillage which has come directly from Flat 6. These incidents have caused damage to the bathroom in Flat 2 directly below and resulted in electrical fittings having to be replaced, decoration touched up etc. The problem has just recurred again. (15/6/2026)".

- f *"The Landlord has gone to a lot of effort to promptly respond to the tenant's requests and complaints. Between November 2023 and [November] 2024 The Landlord maintenance spend on Flat 6 was c. £1,020. Between November 2024 and [now], the Landlord maintenance spend on Flat 6 was c. £1,028. Of these figures £190 were abortive two plumbing call outs..."*
 - g *"Dishwasher: ...A repair engineer was promptly instructed and attended the property to carry out the repair. We have received no further communication from the tenant regarding the dishwasher since the repair was completed, and therefore consider the matter resolved."*
 - h *"Window frames: The images show superficial paint wear on the wooden window frames (outside the building), which is consistent with normal wear and tear in a period conversion property. The window frames are structurally sound and fully functional including the secondary glazing. Modern double-glazing changes were not permitted due to the Conservation area requirements. No repair request regarding the window frames has been raised by the tenant at any point prior to this recent comment."*
 - i *"Sofa and bed: I dispute the tenant's claim that the sofa and mattress were in poor condition. Both items were clean and in good order at the commencement of the tenancy ... On the Inventory, a nice mattress and a new mattress protector are clearly shown. They also show a different sofa. The tenant is showing a picture of a sofa, which we believe she has supplied - we removed the grey sofa pictured on the inventory as the tenant requested..."*
13. The following comparables were provided by the Landlord, which were actual agreed rents located within the same building of 87 London Street:

Flat 1: £1,230.00 pcm from 1 May 2026

Flat 2: £1,200.00 pcm from 29 August 2026

Flat 3: £1,265.00 pcm from 17 October 2026

Flat 5: £1,292.50 pcm from 10 May 2026

Flat 7: £1,320.00 pcm from 1 May 2026

Flat 8: £1,525.00 pcm from 26 September 2026

The Tenant's Reply

14. The Tenant's evidence is as follows:

- a She did not deny access to the Property and water ingress had not originated from the Property.
- b No "*complete repair*" has been carried out on the dishwasher.
- c She relies on the EPC certificate and the Landlord has not provided energy bills from the subject Property as evidence.
- d "*...parking restricted to outside office hours and requiring a permit application is materially different from the unrestricted allocated parking offered by comparable properties.*"
- e Referring to the floor plans for 87 London Street, the Tenant states that "*Flat 6 at 416 sq. ft is one of the smallest 1-bedroom flats in the building. The only other flat of identical size is Flat 2 at 416 sq. ft.*"

15. In respect of comparable properties, the Tenant surmises that "*The pattern within the landlord's own building is consistent and clear: rent correlates directly with size and EPC rating. Every flat commanding more than £1,200 is either larger than Flat 6, rated EPC C, or both. The only flat identical in both size and EPC rating to Flat 6 is Flat 2, which the landlord themselves has agreed at £1,200.*"

Determination and Valuation

16. The Tribunal has reviewed the comparable market rent evidence from both parties and finds that flat 2 within the same building offers the best comparable evidence as it appears to have been let on the open market for £1,200 pcm and is the same size as the subject Property. We believe it is also of the same layout within the building and subject to the same locational characteristics as the subject Property as it is located directly below the subject Property. The Tribunal notes however that flat 3 within the same building is smaller at 336 sq. ft and the Landlord states a higher rental value of £1,265 from the prospective date of October 2026.

17. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by both parties, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,200.00 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties including having white goods and furniture provided by the Landlord.

18. The Tribunal has not made any adjustments in relation to:

- a. the condition of the Property and the EPC rating as the Tribunal notes that they form part of the characteristics of the Property and is inherently reflected in the rents achieved by comparable flats within the same building;
- b. the provision of heating and hot water, noting that the EPC rating of the Property will reflect this;
- c. the furniture, noting that the Tenant has chosen to replace the Landlord's sofa;
- d. the dishwasher for which access arrangements are disputed. The Tribunal is not satisfied that the issue is serious enough to justify any adjustment to rental value; or
- e. the parking arrangements which the Tribunal considers form part of the existing characteristics of the building and would be reflected in the market rent achieved by comparable units within the same building.

Decision

19. The Tribunal determines the new rent amount at £1,200.00 per calendar month with effect from 11 August 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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.