

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00MG/MDR/2026/0002
Property	19 Royal Train Shed, Milton Keynes MK12 5FH
Tenant	Perry Westphal
Tenant's Representative	n/a
Landlord	Woolverton Park Limited
Landlord's Address	60 Welbeck Street, London W1G 9XB
Landlord's Representative	HCGB Services Limited
Date of Application	5th July 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge David Cowan – Chair Michael Ayres FRICS
Date of Decision	5th August 2026
Rent Determined	£1400
Date the new rent takes effect	1st September 2026

REASONS FOR THE DECISION

Background

1. On 21st May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,450 per month in place of the existing rent of £1370 per month to take effect from 1st August 2026.
2. On 5th July 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 tenancy commenced on or around 1st June 2025 for a fixed term until 31st May 2026. The rental period is monthly.

Validity Of Notice – Section 13 of the Housing Act 1988

4. In their application form, the Tenant indicated that they believed that the Landlord's notice was valid.

Allocation of Repairs between Landlord and Tenant.

5. As per section 11 of the Landlord and Tenant Act 1985.

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. The Tenant states that no furniture is provided by the Landlord.

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. No other terms of the tenancy were taken into consideration in determining the rent.

Hearing

9. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the Tenant and the Landlord, and its own knowledge and specialist expertise.

The Property

10. The Property is a maisonette over two floors in a listed building, offering the following accommodation:

Property: Master bedroom with en suite bathroom, further bathroom, , second bedroom, Lounge/dining area, kitchen, bathroom

The property has central heating and a balcony

The Property is situated in a renovated historic building.

Evidence

11. The Tenant made the following comments:
 - a) The Tenant states that the following “improvements” have been done by them to the property: furnished the property; fixed the boiler and heating; carpets cleaned.
 - b) The Tenant states that they think the market rent of the property is £1,300.
 - c) The Tenant provided three suggested comparables, two of which were one bedroom properties and one a two bedroomed property, where the rents were between £1185-1275 pcm. The comparables provided were ones where the listed price had been reduced.
 - d) In addition, the Tenant stated that there had been a steady decline in the building since the commencement of the tenancy, with a level of neglect which should be reflected in the market rent.
12. The Landlord responded:
 - a) The property is larger and more desirable than the Tenant’s two bedroom comparator property, which is also over one level and purpose-built modern blocks.
 - b) The property has a unique character, layout and setting.
 - c) The property is 1,083 square feet.
 - d) Comparator properties were provided in a similar building with lets at £1450 (two bedrooms, three bathrooms, parking space); in a modern

block at £1,450 (two bedrooms, one bathroom); in a modern block at £1,450 (two bedrooms, two bathrooms)

13. The Tenant replied making similar points about the Landlord's neglect of the common parts of the building, and providing photographic as well as video evidence.

Determination and Valuation

14. The Tribunal considered all the information provided by the parties.
15. The Tribunal considered that the Tenant's comparables, including the two bedroomed property on which the Tenant relied, were not reliable comparators for the reasons provided by the Landlord.
16. Indeed, relying on its own expertise and general knowledge of rental values in the area, and considering that the Landlord's comparators were in line with that expertise and knowledge, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,450 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.
17. In relation to the Tenant's submission about the external state and condition of the property, which affects its amenity, the Tribunal accepted the Tenant's evidence. The Tribunal noted that the Landlord's response did not address this concern.
18. Accordingly, the Tribunal has made adjustments in relation to the following:
 - a) External state and condition

The full valuation is shown below:

Starting Rent	<u>£1,450</u> pcm
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Less

a) Items given under a) above	£50
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Open-Market Rent

£1,400 pcm

Undue hardship

19. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.
20. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says he will be caused undue hardship because he is living on a tight budget, the rent has increased each year of his occupation, and the condition of the common areas has visibly declined.
21. The Landlord did not respond.
22. Given that the Tenant has not supplied evidence of undue hardship, beyond issues with the common areas, the Tribunal does not find undue hardship.

Decision

23. Therefore, the Tribunal determines the market rent at £1,400.00 per calendar month with effect from 1st September 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 (rule 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.