

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00MG/MNR/2026/0082
Property	22 Maida Vale, Monkston Park, Milton Keynes MK10 9RF
Tenant	Roger Robinson
Tenant's Representative	
Landlord	Clarion Housing
Landlord's Address	Reed House, Peachman Way, Broadland Business Park, Norwich, NR7 0WF
Landlord's Representative	
Date of Application	28 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr N Swain MRICS – Chair Mrs A Usher
Date of Decision	09 June 2026
Rent Determined	£1100.00 per calendar month
Date the new rent takes effect	25 April 2026

REASONS FOR THE DECISION

Background

1. On 16 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1100.00 per calendar month(pcm) in place of the existing rent of £1050.00 pcm to take effect from 25 April 2026.
2. On 28 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 25 January 2014 for a 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.

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. None

Inspection/Hearing

8. 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

9. The Tribunal did not inspect the Property.
10. The Property is a first floor flat forming part of a modern three storey development, offering the following accommodation:

Hall, open plan kitchen/lounge, two bedrooms, two bathrooms.

The Property benefits from central heating and double glazing.

The Property is situated in the Monkston Park area of Milton Keynes, less than a mile from the City Centre to the west.

Evidence

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

The Tenant.

12. The Tenant made the following comments:

- a) That he could not afford a rent increase and that he was already in arrears.
- b) That there were outstanding issues of mould and rotten decking on the balcony. That the carpets were threadbare and the Landlord had not carried out any redecoration during his tenancy. No evidence was provided.

13. In terms of rental evidence, the Tenant had provided no comparables but suggested the rent should be £1050 pcm.

The Landlord

14. The Landlord commented that it was not aware of any outstanding repair issues and provided a schedule of showing works undertaken to the property over the previous twelve months.

15. The Landlord provided a small number of comparables for similar properties in the area as screenshots from various property portals. These showed asking rents of between £1300 and £1500 pcm. No commentary was provided on the properties.

Determination and Valuation

16. The rental submission provided by the Landlord was considered generally to be of use.

17. Relying on its own expert, general knowledge of rental values in the area the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1100.00 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 including having white goods and curtains provided by the landlord.

18. As there was no evidence to the contrary, no adjustment was considered necessary.

Market rent

£1100.00 pcm

Undue hardship

19. 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.

20. The Tenant has asked the Tribunal to fix a later starting date in this case. He says he will otherwise be caused undue hardship because he is already in rent arrears and any increase will make it worse.

21. The Landlord responded that they had provide information to the Tenant about getting free financial advice.

22. As a result of our decision the rent will increase by £50 a month. The date specified in the landlord's notice was 25 April 2026. On the basis of the no evidence being supplied by the Tenant, the Tribunal does not consider there to be any undue hardship and the date in the Landlord's Notice stands.

Decision

23. Therefore, the Tribunal determines the market rent at £1100.00 per calendar month with effect from 25 April 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.