

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/26UB/MRA/2026/0006
Property	29 Marley Court Berners Way Broxbourne EN10 6NL, Broxbourne, EN10 6NL
Tenant	Eusebio Ramirez Huerga
Tenant's Representative	None
Landlord	Magnum Developments Limited
Landlord's Address	c/o 64 High Street, Hoddesdon, Hertfordshire, EN11 8ET,
Landlord's Representative	Kirby Colletti Letting Agents
Date of Application	9 June 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr D Jagger MRICS Mr K Beheshtizadeh
Date of Decision	6 August 2026
Rent Determined	£1,100 per calendar month
Date the new rent takes effect	6 August 2026.

REASONS FOR THE DECISION

Background

1. On 18 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,100 per calendar month in place of the existing rent of £1000 per month to take effect from 3 August 2026. This being an increase of £100. The S13 notice states £1,000 is the current rent, although the original agreement confirms a rent of £895 per month. It is therefore assumed this figure was increased to £1,000 in the 2023 which was not provided to the Tribunal.
2. On 9 June 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 current assured tenancy commenced on the 3 November 2020. The Tribunal were presented with a copy of the agreement at the current passing rent of £895 per month. The tenancy was for a term of 6 months; therefore, this is a statutory tenancy agreement.

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:

5. No furniture supplied by the landlord.
6. No service charges payable by the Tenant.

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 tenant claims that the agreement excludes other adults and children. This is incorrect. Clause 5.6 Usage “*not to carry out any trade or business or profession at the premises but to use the premises as a single private residence only*” The interpretation of this clause does not restrict other family members.

Inspection/Hearing

9. The parties did not request a hearing or inspection.
10. The Tribunal has therefore, considered this case on the basis of the parties’ submissions, Rightmove, and its own knowledge and specialist expertise.

The Property

11. The property is a purpose built ground floor flat forming part of a three storey block built with communal access arrangements. The accommodation comprises, two bedrooms, living room, kitchen and bathroom. The flat has an EPC Rating of D which is average and a stated floor area of 47m². The property has electric panel heaters. Double glazed windows and flooring coverings.

Outside: The property has brick elevations under a pitched and tiled roof. Communal parking.

The Property is situated close to local amenities and station.

Evidence

12. Both parties returned the Tribunal’s completed Rent Appeal Statements together with photographs and details of a recent letting of 24 Marley Court

The Tenant.

13. In his written evidence the Tenant made the following comments:
 - a) The Tenant states the agreement excludes other adults and children and therefore a deduction of 25% should be made in the rent. As considered above this is an incorrect interpretation of clause 5.6 of the agreement.
 - b) The Landlords agent is increasing the rent due to a dispute over the payment of a blocked drain.

The Landlord.

14. The Landlord provided the following evidence.
- a) The landlord provided comparable evidence of recent lettings for one bedroom flat (24 Marley Court) being in the same block at a rental value of £1,250 which fully supported the proposed increase.
 - b) The property was recently refurbished and redecorated.
 - c) The block is well situated for schools and station.

Determination and Valuation

15. Relying on its own expert, general knowledge of rental values in the Broxbourne area together with the comparable evidence provided by the landlord. The Tribunal considers that the market rental of the subject property modernised and in good condition would be in the order of £1,100 per month. This is the rent we would expect the property to let for in the open market including having white goods and curtains provided by the landlord.
16. Based upon the photographic evidence the Tribunal has made no adjustments in relation to the condition of the property.

Market rent**£1,100 pm**

17. The authority for the Tribunal to set the date when a new rent takes effect now comes from **Section 14(A1)** and the related determination provisions in the [Renters' Rights Act 2025](#) (which amends the [Housing Act 1988](#)). Therefore, the new rent takes effect from the date of this decision, which is 3 days later than the date in the Landlord's notice.

Decision

18. Therefore, the Tribunal determines the market rent at **£1,100 per calendar month** with effect from the **6 August 2026** being the date of the Tribunal's decision.

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.