

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00MX/MNR/2026/0117
Property	38 The Serpentine, Oxford Road, Aylesbury, HP19 8HJ
Tenant	Berenice Ivey
Tenant's Representative	
Landlord	Timothy Faulkner
Landlord's Address	3A Woodchurch Road, London, NW6 3PL
Landlord's Representative	Taylors
Date of Application	24 May 2026
Type of Application	Determination of an open-market rent under sections 13 and 14 of the Housing Act 1988
Tribunal Members	Judge Wendy Banks Tribunal Member David Hunt MRICS
Date of Decision	07 August 2026
Rent Determined	£1,100 per calendar month
Date the new rent takes effect	30 May 2026

REASONS FOR THE DECISION

Background

1. On 30 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,125.00 per calendar month (pcm) in place of the existing rent of £1,050.00 pcm to take effect from 30 May 2026.
2. On 24 May 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 an open-market rent.
3. The tenancy commenced on 30 March 2024. The rental period is monthly.

Allocation of repairs between Landlord and Tenant

4. The repairing obligations are as provided by section 11 of the Landlord and Tenant Act 1985.

Service charges or furniture provided by the Landlord, and the costs relating to the same

5. The Property was let with a sofa, double bed, cushions, washing machine, integrated dishwasher, oven, cooker hood and integrated fridge/freezer.

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

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 Property is a first-floor flat forming part of a modern affordable and sustainable housing development, offering the following accommodation:

Property: 1 bedroom, living room/kitchen and bathroom

Outside: Parking with a permit

The Property benefits from fitted carpets to the living room and bedroom, tiles to the bathroom, electric heaters, double glazing and a zero-deposit arrangement.

The Property is situated in Aylesbury, close to the train station and local amenities.

Evidence

10. The parties completed the relevant MR1, MR2 and MR3 forms.

The Tenant

11. The Tenant submitted that the proposed increase is not only unsupported by market evidence but would also have a disproportionate impact given her financial position.
12. The Tenant relied upon the following evidence: an inventory, a floorplan, and comparable rental evidence from Rightmove.
13. The Tenant provided the following comparables:

- a) Two one-bedroom, one-bathroom apartments in Walton Street, Aylesbury, over one mile from the Property, marketed at £1,050 pcm and £1,000 pcm respectively.
- b) An apartment at 45 Stanton House, located 0.7 miles from the Property, with one bedroom and one bathroom, in a modern development with a large separate kitchen and balcony, marketed at £1,000 pcm.
- c) A two-bedroom apartment in Poets Chase, two miles from the Property, with a modern interior, integrated appliances, two allocated parking spaces and a bath, marketed at £1,000 pcm.
- d) A one-bedroom apartment in Fowler Road, located 0.6 miles from the Property, with one bathroom, furnished accommodation, an open-plan kitchen/living room and an allocated parking space, marketed at £1,050 pcm.
- e) A one-bedroom ground-floor apartment in Granville Street, located 0.9 miles from the Property, with one bathroom and a garden, marketed at £1,000 pcm.

The Landlord

- 14. The Landlord submitted that a one-bedroom flat in the same development as the Property was marketed at £1,100 pcm.
- 15. The following comparables were provided by the Landlord by way of a best-price guide:
 - a) A one-bedroom flat in the same development as the Property, with the same layout, marketed at £1,100 pcm. As this comparable was in the same development and was of the same size and layout as the Property, the Tribunal found it to be directly comparable.
 - b) A one-bedroom flat in Alton Mews, marketed at £1,150 pcm, with a balcony and an allocated parking space. The information provided was limited, but the property was marketed as being larger than average.

Determination and Valuation

16. Relying on its own expertise and general knowledge of rental values in the area, and having considered the comparable evidence provided by both parties, the Tribunal determines that the open-market rent for the Property, if modernised and in good order, would be £1,100.00 pcm. In reaching that figure, the Tribunal placed particular weight on the Landlord's comparable of a one-bedroom flat in the same development as the Property, marketed at £1,100 pcm. That comparable had the same layout and amenities as the subject Property and was the only comparable before the Tribunal situated within the same development. The Tribunal therefore found it to be the best and most reliable evidence of the rent likely to be achieved for the Property on the open market at the valuation date, and preferred it to the Tenant's comparables, which were located outside the development and were therefore less directly comparable.
17. The Tribunal also considered whether any adjustment should be made to reflect the condition or characteristics of the Property. The Property forms part of a relatively new development. The only evidence before the Tribunal as to its condition consisted of the photographs in the inventory, which appeared to show the Property in good condition. The Tenant did not raise any issue of disrepair in the application. In those circumstances, the Tribunal found that no downward adjustment was required.

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 on which the Tribunal makes its determination.
19. The Tenant asked the Tribunal to fix a later starting date. However, the Tenant did not explain how or why the increase would cause undue hardship. The Tribunal is therefore unable to find, on the evidence before it, that the increase would cause undue hardship.
20. As a result of the Tribunal's decision, the rent will increase by £50 per month. The date specified in the Landlord's notice was 30 May 2026. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's notice would not cause undue hardship. Accordingly, the new rent is due from 30 May 2026.

Decision

21. The Tribunal determines the new rent at £1,100.00 per calendar month, with effect from 30 May 2026. This is lower than the rent of £1,125.00 per calendar month proposed in the Landlord's notice.

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.