

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00MD/MNR/2026/0139.
Property	Flat 108, West Central, 1a Stoke Road, Slough, Berks SL2 5PF.
Tenant	Surinder Paul.
Tenant's Representative	In person.
Landlord	S John Homes.
Landlord's Address	134 St. Leonards Road, Windsor, Berks SL4 3DJ.
Landlord's Representative	Kate Hughes.
Date of Application	21 June 2026.
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge Hamilton-Farey LLB FRICS. Mr. Clifford Simons.
Date of Decision	3 August 2026.
Rent Determined	£990.00 per calendar month, exclusive of rates and Council Tax.
Date the new rent takes effect	27 June 2026.

REASONS FOR THE DECISION

Background

1. On 22 April 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,100.00 per calendar month in place of the existing rent of £925.00 per calendar month to take effect from 27 June 2026.
2. On 21 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 tenancy commenced on 27 April 2015. The rental period is monthly.
4. The property is described by the parties as a fifth floor one bedroomed flat with kitchen bathroom, living room, with double-glazing, electric heating and white goods supplied by the landlord. Photographs of the property have been provided to the tribunal.
5. Neither party queried the validity of the landlord's notice.
6. The tenant submitted that the proposed rent was too high and that an agreement had been made between the parties for the rent to increase to be set at £950.00, no evidence of any final agreement to this figure has been provided by either party. The tenant says that he was shocked when a s.13 Notice was served, believing that the rent had been agreed. He suggested that the rent should be set at £950.00 to reflect the condition of the property, which included a cracked bath panel, lack of redecoration and generally ageing condition.
7. The landlord submitted that the rent for similar properties was between £1100 and £1200 per calendar month, and that they had spoken to Glenn Flegg an agent dealing with many of the lettings in the block. They also rely on evidence from the agent, Romans.
8. The tenant disputes these figures and has provided screen-shots of lettings details of two flats in the same block. One by Glenn Flegg advertises a similar, but slightly larger flat at £1,000.00 pcm and one by Romans, again a similar but slightly larger flat at £1,150.00 per calendar month. The tenant has extrapolated the rent per sq. metre for these comparables to his own flat and suggests that the rent passing is too high.

9. The evidence provided by the tenant is more compelling than that of the landlord and the tribunal considers that an open market rent for the subject property in good condition with white goods would be £1,100.00 per calendar month.
10. However, it is accepted that the property has some repair issues which are apparently in hand by the landlord, and these would have an effect on the market rent. The tribunal considers that an overall deduction of 10% to the open market rent should be made to reflect those outstanding repairs, and the current age of the fixtures, fittings and white goods, all of which would be replaced if the landlord were to bring the property to the market today. We make no deduction for the lack of redecoration by the landlord, due to the smoking in the flat by the tenant, which would have a detrimental effect on the decorative condition.
11. Our valuation is therefore as follows:

Valuation:

12. Open market rent recently redecorated, new flooring etc	£1,100.00
Less an amount for lack of repair to bath panel, cracks to Walls, older fixtures and fittings in the subject flat. 10%.	£ 110.00
	£ 990.00
Adjusted market rent	£ 990.00

Determination:

13. The tenant made submissions in relation to hardship and said that he was on Universal Credit which would not pay any increase in rent until it was actually set and paid. The tenant also submits ill-health as a reason for limiting the rent increase.
14. The tribunal finds that the submissions in respect of hardship, especially those in relation to Universal Credit, do not warrant a delay in the start of the new rent. In the circumstances, the new rent will be payable from 27 June 2026 as detailed in the landlord's Notice of Increase.

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.