

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00MX/MNR/2026/0088
Property	Flat 16A, The Green, Wooburn Green, High Wycombe, HP10 0EF
Tenant	Karen Thomas Bianca Thomas
Tenant's Representative	
Landlord	Wooburn Working Men's Club
Landlord's Address	16 The Green, Wooburn Green, High Wycombe, HP10 0EF
Landlord's Representative	Steve Lyons
Date of Application	17 April 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Wendy Banks Tribunal Member David Hunt MRICS
Date of Decision	05 August 2026
Rent Determined	£900.00 per calendar month
Date the new rent takes effect	03 May 2026

REASONS FOR THE DECISION

Background

1. On 23 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,150.00 per calendar month (pcm) in place of the existing rent of £850.00 pcm to take effect from 03 May 2026.
2. On 17 April 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 03 November 2012. 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 curtains and white goods specified below) and the costs relating to the same.

5. Fridge freezer, electric oven & hob and washing machine

Liability for Council Tax

6. The Tenants are 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 above a working men's club in a Grade II listed building, offering the following accommodation:

Property: Two bedrooms, bathroom, living room and kitchen

Outside: No outside space

The Property benefits from secondary glazing to the front of the Property and double glazing to the rear, gas central heating, linoleum flooring in both bedrooms, laminate flooring in the kitchen and plastic floorboards in the living room.

The Property is situated in Wooburn Green. It is central to Wooburn which is a small village with local amenities and approximately 5 miles from High Wycombe and just south of the M40 link to London.

Evidence

10. The parties completed the relevant MR1 (tenant), MR2 (Landlord) and MR3 (tenant's reply).

The Tenant

11. The Tenant provided the following evidence in support of her application:
- a) Photographs of the interior of the Property. One photograph shows paper peeling from the ceiling. There are 2 photographs of the same area showing plaster has come loose exposing the timber. One photograph shows some mould and/or damp along the wall/roof.
 - b) A Notice of Intended Entry to Premises from Buckinghamshire Council dated 13 February 2026 regarding inspection on 17 February 2026.
 - c) At p60 of the bundle there was a screenshot from a mobile phone showing a document entitled Statement of Reasons for decision to take enforcement action. It is dated 27 April 2026 and is from Festus Abiola, a Housing Enforcement Officer at Buckinghamshire Council. Annexed to the same is a Hazard Awareness Notice issued by Buckinghamshire Council under section 29 of the Housing Act 2004. The Notice identified Category 2 hazards relating to domestic hygiene, pests and refuse. The

Council recorded damp and defective wall/ceiling surfaces in the kitchen, gaps arising from a dropped floorboard and cracks around a built-in wardrobe in the living room, crumbling plaster and gaps within the built-in cupboard in bedroom 1, and defective external sealant around the bathroom window which could permit water ingress and pest access. The Council considered remedial works appropriate, including replastering, sealing gaps and voids, repairing the flooring and replacing defective window sealant.

- d) Further photographs of the exterior and interior of the Property. From those photographs, the Property appears to be in good condition.
 - e) WhatsApp messages showing contact with the Landlord regarding repairs
 - f) A letter from her GP, Dr Gill, dated 07 May 2026. Dr Gill confirmed that Mrs Thomas had longstanding mental health difficulties, including mixed anxiety and depressive disorder and symptoms consistent with PTSD, managed with medication and support from the practice mental health team. The letter stated that the Tenant's current living conditions, including damp and mould, noise from the social club below, smoke outside the windows, the rent increase and threat of eviction, were having a profoundly negative impact on her mental health and had exacerbated her anxiety, depression and PTSD symptoms. Dr Gill considered the accommodation unsuitable and stated that remaining there was likely to cause further significant deterioration.
12. The Tenant's position was that the Property was not comparable with standard two-bedroom flats in the area because it is located directly above an active working men's/social club. She stated that the club operates seven days a week and causes regular noise and disturbance from patrons, music, shouting, smoking and people entering and leaving the premises. She said this affects her sleep and peaceful enjoyment of the Property.
13. The Tenant further relied on long-standing disrepair, particularly damp and mould, which she said had been present for about 10 years, had been repeatedly reported and remained unresolved. She referred to Environmental Health involvement and to a section 29 notice being served, with remedial works identified but, according to her, not effectively carried out.
14. She also stated that the Property shares access with club users or patrons, reducing privacy and security. Her case was that the combined effect of the mixed

residential and commercial use of the building, the unresolved repairs, defective windows, smoke intrusion, noise and disturbance significantly reduced the amenity and rental value of the Property.

15. The Tenant said she had been a long-term tenant since 2012, had paid rent reliably and had never missed a payment. She said she had asked for repairs for many years and had recently told the Landlord she would contact Environmental Health because the damp was affecting her health. She alleged that the Landlord then threatened eviction before indicating that it could not proceed because relevant documentation was not in place, and that the section 13 notice was served shortly afterwards.
16. Overall, the Tenant contended that the proposed £300 per month increase was excessive and did not reflect the true open market rental value of the Property. She asked the Tribunal either to maintain the current rent or to set a lower rent than that proposed in the section 13 notice.

The Landlord

17. The Landlord made the following comments:
18. The Landlord stated that it had researched local rental prices and considered that the average rent for a two-bedroom Property in the area was around £1,500 per month. On that basis, the Landlord considered the proposed rent of £1,150 per month to be reasonable, particularly having regard to the location of the Property.
19. In response to the Tenant's complaints about condition, the Landlord said that, since the Tenant contacted the Council, it had installed secondary glazing and had carried out roof repairs in certain areas. The Landlord stated that it was awaiting access in order to fill and paint damaged internal areas. It said that the Tenant was sometimes difficult to contact, referring to periods when the Tenant was away or did not respond for some time, and said that it had asked about access for painting and was awaiting a reply.

The Tenant's Reply

20. In reply to the Landlord's suggestion that access had been difficult, the Tenant produced WhatsApp messages and emails showing that she had agreed to appointments and provided availability for builders, a window contractor and a gas engineer to attend. The messages indicate that on several occasions she waited in for contractors who did not attend. They also include an

acknowledgement from the Landlord or its representative that a builder arranged to assess the damp had failed to attend twice and that a replacement contractor was being sought. The Tenant's position was therefore that she had not refused access; rather, the delay in completing works was caused by repeated contractor non-attendance.

21. Neither party provided comparable rental evidence.

Determination and Valuation

22. As no comparables were provided by either party, the Tribunal relied on its own expertise and general knowledge of rental values in the area. The Tribunal considers that the market rent of the subject Property, if modernised and in good order would be in the order of £1,200 pcm. This is the rent the Tribunal would expect the Property to let for in the open market at the valuation date.
23. The Tenant stated in her application that she had paid for flooring in the hallway. However, no supporting evidence has been provided as to the cost incurred. The Tribunal is therefore unable to make any adjustment in respect of that item.
24. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) The condition of the Property, including the matters identified by Buckinghamshire Council in the Hazard Awareness Notice issued under section 29 of the Housing Act 2004. The Tribunal has taken into account that the Notice identified Category 2 hazards relating to domestic hygiene, pests and refuse, including damp and defective wall and ceiling surfaces, gaps arising from flooring and built-in cupboards, crumbling plaster and defective external window sealant. The Tribunal has also taken into account that the Council identified remedial works and that the Landlord accepted that internal works remained outstanding. Although the Landlord suggested that access had been difficult, the Tenant produced messages indicating that she had made herself available for appointments and that contractors had failed to attend on more than one occasion.
 - b) The location of the Property above an active working men's club, with the consequent impact on amenity. The Tribunal accepts that such a location is likely to give rise to some noise and disturbance, particularly at unsociable hours, and has also taken into account the Tenant's evidence regarding smoke entering the Property from people smoking outside the club.

The full valuation is shown below:

Starting Rent	<u>£1,200 pcm</u>
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Less

a) Items given under a) above	£200.00
b) Items given under b) above	£100.00

Open-Market Rent	£900 pcm
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Undue hardship (*only if an application has been made by the Tenant*)

25. The Tenant has asked the Tribunal to fix a later starting date in this case. She states that she is in receipt of housing benefit of £750.00 per month, which she says is the maximum amount she can claim, and that she already pays £100.00 per month towards the rent from her own resources. She also states that she is unable to work because of a long-term mental health condition and is in receipt of Universal Credit, LCWRA and PIP. The Tribunal has seen bank statements which support that Mrs Karen Thomas is in receipt of benefits. However, as pointed out by the Landlord in its response to the application for undue hardship, Bianca Thomas is also named as a joint tenant and resides at the Property. No evidence has been provided as to her income or financial circumstances.
26. As a result of the Tribunal's decision, the rent will increase by £50.00 per month. The date specified in the Landlord's Notice was 03 May 2026. On the basis of the evidence supplied by the Tenant and the comments made by the Landlord, the Tribunal is not satisfied that it would cause undue hardship for the rent to take effect from 03 May 2026. The Tribunal therefore does not fix a later starting date.

Decision

27. The Tribunal determines the new rent at £900.00 per calendar month with effect from 03 May 2026, as this is lower than the proposed rent of £1,150.00 per calendar month.

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.