

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00MG/MNR/2026/0123
Property	Flat 6 Binary House, 6 Doppler Grove, Milton Keynes, MK10 9UW
Tenant	Folakemi Uwede
Tenant's Representative	
Landlord	Gillian Logan
Landlord's Address	37 Barrack Place, Plymouth, PL1 3FE
Landlord's Representative	
Date of Application	26 May 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Wendy Banks David Hunt MRICS
Date of Decision	07 August 2026
Rent Determined	£1,550 per calendar month
Date the new rent takes effect	

REASONS FOR THE DECISION

Background

1. On 30 March 2026, the Landlord served a notice under section 13(2) of the Housing Act 1988, as amended, proposing a new rent of £1,630 per calendar month in place of the existing rent of £1,550 per calendar month, to take effect from 29 May 2026.
2. On 26 May 2026, pursuant to 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 29 April 2024. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. The position is unclear, as the original tenancy agreement has not been provided.

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. The Property is let with a TV stand, sofa, dining table and chairs, beds and mattresses, chest of drawers, fitted wardrobes, bedside table, and curtains/blinds. A charge of £56.00 per calendar month is made for The Residency/No Deposit Option.

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 therefore determined the application on the basis of the papers provided by the parties, together with its own knowledge and specialist expertise.

The Property

9. The Property is a first-floor flat forming part of a modern development and provides the following accommodation:

Property: 2 bedrooms, 2 bathrooms, balcony

Outside: allocated parking space

The Property benefits from double glazing, electric heating, integrated kitchen appliances, wood-effect flooring in the living areas, carpeted bedrooms, a balcony and an allocated parking space.

The Property is situated in Milton Keynes, close to local amenities.

Evidence

10. The Tenant completed the relevant MR1 form. The Landlord did not respond.

The Tenant

11. The Tenant made the following comments:
 - a) The Tenant provided photographs of the exterior and interior of the Property, a floor plan, and evidence of maintenance requests. The photographs show the Property to be in generally good condition.
 - b) The Tenant stated that comparable two-bedroom furnished apartments in Oakgrove and nearby MK10 areas are currently advertised predominantly between approximately £1,400 and £1,500 per calendar month. The Tenant said that the comparable properties are of similar size, specification and location to the subject Property.

- c) The Tenant also referred to maintenance and repair issues during the tenancy, including delays in resolving a kitchen-related issue and an ensuite toilet issue. The Tenant's position is that those matters affected the condition and enjoyment of the Property and that, having regard to both the comparable evidence and the Property's condition, the proposed rent of £1,630 per calendar month exceeds the prevailing market rent.

12. The Tenant provided the following comparables from Rightmove and Zoopla:

- a) Atlas Way: £1,495 per calendar month; same street; two bedrooms; two bathrooms; furnished; in good condition but with no balcony.
- b) Atlas Way: £1,450 per calendar month; same street; two bedrooms; two bathrooms; part-furnished but with similar furniture; balcony; allocated parking space; in good condition.
- c) Oakgrove: £1,445 per calendar month; same area; two bedrooms; two bathrooms; balcony; furnished; allocated parking space.
- d) Ada Walk: £1,500 per calendar month; two bedrooms; two bathrooms.
- e) Broughton: £1,325 per calendar month; some distance from the Property. The Tribunal considered the comparables in the same area to be more useful.

The Landlord

13. The Landlord did not respond to the application.

Determination and Valuation

14. The Tribunal has considered the Tenant's comparable evidence with care. The comparables demonstrate that advertised rents for broadly comparable two-bedroom flats in Oakgrove and the surrounding MK10 area fall within a range rather than at a fixed figure. Some of the properties relied upon are advertised below £1,550 per calendar month, but they are not exact comparables and the Tribunal gives limited weight to the Broughton property because it is in a different location. The Tribunal also notes that the subject Property benefits from two bathrooms, a balcony, allocated parking and furnishings. Having stood back and considered the evidence in the round, and applying its own knowledge and

expertise, the Tribunal is satisfied that £1,550 per calendar month represents the open-market rent for the Property. The Tenant's evidence does not justify a reduction below that figure.

15. The Tribunal has made no downward adjustment because the condition issues relied upon by the Tenant are not shown to have had a material effect on the market rental value at the valuation date, and the photographs show the Property to be in generally good condition.

Open-Market Rent

£1,550.00 pcm

Undue hardship

16. 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.
17. The Tenant asked the Tribunal to fix a later starting date. The Tenant said that the proposed increase would place additional financial pressure on the household, particularly given the current cost of living and existing financial commitments. The Tenant also referred to the fact that the rent had previously been increased in 2025 and that a further increase was now proposed. No documentary evidence of financial hardship was provided.
18. The Landlord did not respond to the Tenant's application for postponement due to hardship.
19. The Tribunal has determined the rent at £1,550 per calendar month, which is the same as the existing rent. The rent will therefore not increase. In those circumstances, it is unnecessary for the Tribunal to determine whether the proposed increase would have caused undue hardship or to fix a later starting date.

Decision

20. Therefore, the Tribunal determines the market rent at £1,550.00 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.

Appendix One – Concluding paragraphs where hardship has been pleaded

Undue hardship *(only if an application has been made by the Tenant)*

12. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.
13. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says he will be caused undue hardship because XXXX.
14. The Landlord did not respond to the Tenant's application for postponement due to hardship./The Landlord XXXX
15. As a result of our decision the rent will increase by £XX.XX per month. On the basis of the evidence supplied by the Tenant and the comments made by the Landlord, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would cause undue hardship and accordingly sets the starting date for the new rent as XXXX/would not cause undue hardship and does not fix a later starting date.

Decision

16. The Tribunal determines the new rent amount at £XXX.XX per calendar month with effect from XXXX as this is lower than the proposed rent of £XXX.XX per calendar month.

(Or where the proposed rent is lower than the open-market rent.

The Tribunal determines the new rent at the amount proposed by the Landlord of £XXX.XX per calendar month with effect from XXXX as this is lower than the open-market rent determined by the Tribunal.

Reimbursement of Fees *(these paragraphs to be included only if the Tenant has requested an Order to this effect in their application form)*

17. *The Tenant has requested the Tribunal make an Order that the Landlord should reimburse their application fee of £47.00. (Briefly set out the parties' submissions on this point and your decision).*
18. *After consideration of the parties' submissions, the Tribunal Orders the Landlord to refund the Tenant's application fee of £47.00.*

Or

The Tribunal declines to Order the Landlord to reimburse the Tenant's application fee of £47.00.

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