FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**CAM/00MG/MRA/2026/0007**
Property	**:**	**8 Salisbury Grove** **Milton Keynes** **MK14 5QA**
Applicant	**:**	**Adriana de Souza Bezerra** **Ricardo Abella (Tenants)**
Representative	**:**	**None**
Respondent	**:**	**Hrishikesh Baviskar (Landlord)**
Representative	**:**	**Countrywide Residential Lettings (Agent)**
Date of Application	**:**	**6 June 2026**
Type of Application	**:**	**Determination of a Market Rent sections 13 &14 Housing Act 1988**
Tribunal Members	**:**	**Mr. N. Martindale FRICS** **Ms. S. Greer**
Date of Decision	**:**	**18 August 2026**
Rent Determined	**:**	**£1200 per calendar month**
Date of new rent start	**:**	**15 September 2026**

REASONS FOR DECISION

Background

1 A landlord's notice dated 17 May 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £1200 per calendar month in place of the passing rent of £1075 pcm with effect from 15 July 2026.

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2 At a date, prior to the effective date, under S.13(4)(a) Housing Act 1988 the tenant referred the landlord's notice proposing a new rent, to the Tribunal for determination.

3 The assured tenancy is now periodic calendar monthly.

Allocation of Repairs between Landlord and Tenant

4 As per S.11 Landlord and Tenant Act 1985.

Landlord's Service Charges and Furniture provided and costs.

5 None. No furniture. White Goods.

Liability for Council Tax

6 Tenant (see above).

Other relevant terms of tenancy

7 None

Inspection and Hearing

8 An inspection is not routinely carried out. The Tribunal is content that it has sufficient information on the Property, its condition and on comparables, from a combination of the written and any photographic representations received and from its own knowledge and specialist expertise.

Property

9 There was no inspection. The Property is a semi detached house built in the 1990's. The Property has three bedrooms, living room, kitchen, bathroom wc. It is part of an extensive residential housing estate in a suburb of Milton Keynes. It is set within a host of dwellings in this road of a similar design age and arrangement as purpose built family homes. There is a garden to front and rear. There are no on-street parking restrictions. There is no off street parking at the Property. (Google Streetview September 2024).

10 The Property is of traditional brick, fair faced external appearance. The main roof over the Property is simple double pitched, single lap tiled. The Property seems to be in fair order. Window glazing appears to be double glazed to the Property. There is gas fired, water and space heating. The front garden was unkempt in 2024.

Evidence

11 The Tribunal received completed Form MR 1 and 1B from the tenant. Form MR 2 from the landlord was received. The Tribunal is grateful for such information as was provided by one or both of the parties.

Tenant

12 The tenant did not contest the form or timing of the landlords S.13 Notice but challenged the new rent. The tenant felt that the rent should be £1108 pcm. The tenant referred to a number of small and persistent items of disrepair, including: damage to the downpipe to roof guttering, a water leak from bathroom into the kitchen, mould in various corners, floor finish to the kitchen is damaged and dangerous, a missing wardrobe door, no glass to a garage pedestrian access door, the timber shed roof was rotten and in collapse, rats in the attic.

Landlord

13 The landlord set out a counter narrative to the "issues" at the Property. They maintained that works were undertaken to repair the Property when required. However they did accept that it was not a new home or newly refurbished and thought the proposed rent reflected it.

14 In their Form MR2, the landlord provided some contrasting comparable lettings material with the assistance of a short rental market report from agent Taylors Lettings. This showed similar 3 bedroom semi-detached homes marketed and let from early 2026 to summer 2026 at: Smeaton Close £1550 pcm, Broadway Avenue, £1500 pcm, Rowditch Furlong £1450 pcm, Harlestone Court £1395 (no garage). The 2 bedroom flats provided are not included as they are not directly comparable.

Law

15 In accordance with the terms of S.14 of the Act we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; but assuming that the Property to be in a reasonable internal decorative condition.

Valuation

16 From the Tribunal's own general knowledge of market rent levels in Milton Keynes for a Property of this type and location, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £1400 pcm, fully fitted and in good order.

This is the rent we would expect the Property to let for in the open market if it was in the same condition as comparable properties including landlord's white goods and carpets in the Property.

17 The garden shed in poor condition but appears to contain landlords retained items. It is unclear if it is let with the Property. There are a small number of persistent defects at the Property so it makes a small deduction from the monthly rent of £100. The Tribunal therefore determines the new market rent at £1300 pcm. However the Renters Rights Act 2025 prevents the Tribunal from increasing the rent beyond the figure sought by the landlord in their S.13 Form 4a Notice. The new rent is therefore capped at £1200 pcm.

Undue Hardship

18 Allowance for hardship from this increase in the rent was sought by the tenant in their application. The materials and detail provided were insufficient for the Tribunal to consider that "undue" hardship would result. If it had, the Tribunal could at most, only delay the effective date of the increase up to the date of the next rental period commencing, two months after the date of the hearing. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

19 **The starting date of the new rent of £1200 pcm to be levied is from the next rent date arising, after the hearing date of 18 August 2026.**

20 **Although the landlord is not obliged to charge this rent and may charge a significantly lower rent as a result of their own choice, policy, or governmental regulation; they may not charge more than this figure. Otherwise any further reduction in this figure on what is levied, is a matter between the parties, only.**

Chairman N Martindale FRICS Date 18 August 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).