FIRST-TIER TRIBUNAL

PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference	**:**	CAM/38UE/MNR/2026/0125
Property	**:**	68 Lindsay Drive, Abingdon, Oxfordshire, OX14 2RT
Tenant	**:**	Sandra Parsler
Tenant's Representative	**:**	
Landlord	**:**	Trueman Investments Ltd
Landlord's Address	**:**	29 Cowley Road, Littlemore, Oxford, OX4 4LE
Landlord's Representative	**:**	
Type of Application	**:**	Section 13 Housing Act 1988 – determination of market rent
Tribunal Members	**:**	Tribunal Judge Bowden Tribunal Member Mr C Davies FRICS
Date of Decision	**:**	19 August 2026
Rent Determined	**:**	£1,200 per calendar month
Date the new rent takes effect	**:**	01 June 2026

REASONS FOR THE DECISION

Background

1. On 14 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 proposing a new rent of £1,300 in place of the existing rent of £1,150 per calendar month (pcm), to take effect from 01 June 2026.

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2. On 31 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 a market rent.

3. The Tenant's referral was received by the Tribunal on 31 May 2026.

4. The assured shorthold tenancy commenced on 14 March 2022, and the term ran to 31 March 2025. The rental period is monthly, with rent being paid on the 1st of each month. The tenancy has continued after 31 March 2025 as a rolling periodic tenancy.

Allocation of Repairs between Landlord and Tenant.

5. As per section 11 of the Landlord and Tenant Act 1985

Service Charges or furniture provided by Landlord (other than carpets, curtains, and white goods specified below) and the costs relating to them

6. There are no service charges payable by the Tenant.

Liability for Council Tax

7. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined excludes Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent

8. There were no other terms in the tenancy agreement relevant to market rent determination.

Inspection/Hearing

9. There was no inspection. The Tenants indicated on Form MR1 that they did not think an inspection was required. The Landlord did not provide substantiated reasons for an inspection in their Form MR2.

10. Neither party requested an oral hearing.

11. The Tribunal was satisfied that it could consider this case on the basis of the papers provided by the parties.

The Property

12. The Property is a terraced house in Abingdon, Oxfordshire with an EPC of D.

a. Ground floor: Kitchen and separate sitting room. No separate WC. No hallway.

b. First floor: 2 beds (one larger than the other), each with a single built-in cupboard. 1 bathroom with a full-size bath but no separate shower.

13. Internal decor: average

a. External appearance: average

b. Heating: Gas central heating.

c. Windows: Wooden windows with secondary glazing. Damage to window frames seen in the images provided.

d. Flooring: Living room carpeted. Kitchen laminate. Stairs carpeted. Both bedrooms carpeted. Bathroom carpeted.

e. Bathroom: Over-bath shower but not Electric

f. No furniture is included

14. Garden

Evidence

15. The Tribunal considered the MR1, MR2 and MR3, provided by the parties, along with a copy of the correspondence held on the court file

16. The Tribunal has considered the written submissions provided by the Tenant and/the Landlord.

The Tenant

17. The Tenant made the following comments in their MR1

a. The monthly rent should be £1,200.

b. The Tenant had arranged for neutral redecoration of 2 x bedrooms, 1 x bathroom, landing, stairs and living room.

c. The garden was high maintenance until the Tenant made changes to make it low maintenance.

d. The tenant has received an eviction notice

e. The rent was increased by £150 in April 2025.

18. In terms of rental evidence, the Tenant provided comments on properties with rents of £1300 pcm.

a. TWO two-bedroom houses in Lindsay Drive have been advertised for Rent so far this year (2026) on Rightmove.

b. Both Properties were advertised by different letting agents for £1300 per month.

c. These properties are of a higher spec because they have modern double-glazed windows and doors and were decorated neutrally, with a neutral garden before Tenants moved in.

19. The Tenant made the following comments in their MR3

a. The market rent for 2-bed properties in good condition, in the road, was £1,300. The rent on the Property should be less than £1,300 due to its condition

b. Remedial issues A – L were set out and images attached.

20. The Tribunal noted:

a. The carbon monoxide alarm is out of date.

b. The gas grill's seal was in need of repair, and this would affect its use.

c. The window frames were in poor condition, and this would affect their function and thermal efficiency.

d. There were issues with the floor – the Tenant felt these were unsafe, and the Tribunal could not make a determination based on the images provided.

e. The extractor fan is ineffective

f. The rear porch woodwork is in need of maintenance

g. The garden fencing is in poor condition in places

The Landlord

21. The Landlord made the following comments

a. The proposed rent of £1,300 reflects the current market value for comparable properties in the area (see evidence supplied by the tenant).

b. The tenant's own examples show similar properties achieving £1,300.

c. Differences in decor, double glazing or garden condition are normal variations and do not materially reduce the market rental value. The property has been maintained to a reasonable lettable standard, and any improvements the tenant made were voluntary. The tenant's proposed rent of £1,200 is below the evidenced market level, whereas £1,300 is consistent with current demand and comparable rents.

d. While the tenant has suggested that the comparable properties are in "better condition", the differences cited (such as double glazing, décor, or garden presentation) are typical variations between individual homes and do not significantly reduce the market rental value of a property of this type, We hope this Tribunal will assess rent based on the overall characteristics of the property, not on cosmetic preferences or tenant-lad improvements.

e. The tenant's suggested rent of £1,200 is not supported by the comparable evidence provided by either party. All available data indicates the market rate is higher, and the proposed rent of £1,300 is consistent with that evidence.

22. The Landlord did not provide any comparables, only the commentary above.

Determination and Valuation

23. The Tribunal carefully considered the information put forward by the parties.

24. The Tribunal relied on its own expertise and general knowledge of rental values in the area for a 2-bed 1-bath terraced house.

25. The Tribunal considers that the market rent of the property, had it been in good repair and condition, would be £1,300 pcm.

26. From this level of rent, the Tribunal has made adjustments in relation to the following:

a. General condition including but not limited to the defective grill, extractor, windows and fencing and the unmodernised condition of the Property relative to the comparable properties.

27. The full valuation is shown below:

Starting Rent		**£ 1,300 pcm**
Less		
a)	Items given under a) above	£100
	Subtotal	£100
Market rent		**£1,200**

Undue hardship

28. 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 a Tribunal makes its determination.

29. The tenant gave the following details:

a. Notice so that the Landlord's mother can move into the property. I now have the expense of moving house because I am being evicted.

b. I had a rent increase of £150 per month in April 2025, just over a year ago. I am longterm sick and disabled and any further increase to my rent reduces the amount I can spend managing my disability.

30. The Tenant did not provide any financial information.

31. The Landlord responded

a. While the tenant's personal circumstances are noted, they do not provide evidence relevant to the determination of the market rent.

32. In light of the lack of financial breakdown, the Tribunal cannot make a finding of financial hardship.

Decision

33. Therefore, the Tribunal determines the market rent payable for the subject property at £1,200 per calendar month with effect from 01 June 2026.

Name: Tribunal Judge Bowden **Date:** 19 August 2026

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.