FIRST-TIER TRIBUNAL

PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference	**:**	CAM/38UE/MNR/2026/0108
Property	**:**	16 Challenor Close, Abingdon, Oxfordshire, OX14 5TB
Tenant	**:**	Tung Jui Trieu
Tenant's Representative	**:**	
Landlord	**:**	Egal Property Group Limited
Landlord's Address	**:**	32 Laburnum Crescent, Kidlington, Oxfordshire, OX5 1HB
Landlord's Representative	**:**	Jones Robinson Estate Agents Ltd
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	**:**	£1,150 per calendar month
Date the new rent takes effect	**:**	01 July 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 £1,150 in place

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of the existing rent of £1,100 per calendar month (pcm) to take effect from 01 July 2026.

2. On 06 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 07 May 2026.

4. The assured shorthold tenancy commenced on 01 July 2025 for a term of 12 months. The rental period is monthly. The tenancy has continued 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.

7. There was no furniture included.

8. Bills are excluded.

Liability for Council Tax

9. 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

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

Inspection/Hearing

11. 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.

12. Neither party requested an oral hearing.

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

The Property

14. The Property is a 497 sq ft ground floor flat in Abingdon, Oxfordshire with:

15. 1 bedroom, 1 bathroom, separate lounge/diner

    a. Gas heating and double glazing

    b. Wood flooring in the hallway, living room, and bedroom

    c. A garden

Evidence

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

The Tenant

17. The Tenant made the following comments in their MR1

    a. They thought that the Landlord's notice proposing a new rent was legally valid.

    b. The Property is a recently refurbished flat.

    c. Its condition and functionality were affected by a number of defects during the tenancy.

    d. At the commencement of the tenancy (July), there were issues with the gas supply and the previous tenant's gas debt. On moving in, there was no hot water, and the boiler required repair. The heating system was defective, with only two of five radiators functioning and one radiator not connected to the system.

    e. In November there was a water leak requiring temporary restrictions on water use.

    f. Remedial works continued until December, causing the Tenant inconvenience. Accommodating the remedial works impacted their work hours.

    g. The kitchen lacks a working extractor fan, and the lighting above the hob is therefore inadequate.

    h. The current rental sum of £1,100 is the market level.

18. In the MR3 the Tenant commented

    a. The offer of £1,125 was not received by them.

19. 15 The Court, Abingdon, was stated as let at £1,200 pcm. This is not a valid comparable. It is an end-of-terrace house arranged over two floors, whereas my property is a ground-floor flat with another dwelling above. It has allocated parking, while my property has on-street parking only. It is a different property type and falls into a different market segment.

    a. £1,100 pcm is consistent with the open-market rent for one-bedroom flats in Abingdon.

    b. The Landlord's representative's MR2 contains factual inaccuracies, provides only one non-comparable property, and rejects my verifiable flat comparables without providing any supporting evidence or addressing their actual features. My comparables are transparent, verifiable, and representative of the open market for one-bedroom flats in Abingdon. I respectfully ask the tribunal to determine the fair market rent based on accurate and verifiable evidence.

20. In terms of rental evidence, the Tenant provided examples of other rental properties which showed similar properties to the Property with rents ranging from £1,100.00 to £1,100.00 pcm.

Property	**Features**	**Rent pcm**	**Treatment**
Subject property	1 bed 1 bath Grd floor 497 sq ft Unfurnished EPC GCH dbl glazing On street parking Garden	Current £1,100 Proposed £1,150	
1 Abingdon	1 dbl bed 1 bath 2nd floor apartment 484 sq ft Unfurnished EPC C GCH Allocated parking	£1,100	Not comparable due to floor, parking and garden
2 Abingdon	1 dbl bed 1 bath	£1,100	Not comparable

	Grd floor flat ? sq ft Unfurnished EPC D Allocated parking Communal garden		due to parking and garden
3 Abingdon	1 dbl bed 1 bath ? floor apartment 581 sq ft Unfurnished – integrated white goods EPC ? Allocated parking Paved garden	£1,150	Comparable with caution as floor unknown and allocated parking
4 Abingdon-on-Thames	1 dbl bed 1 bath Grd floor apartment ? sq ft Unfurnished EPC B Allocated parking Courtyard garden	£1,050	Comparable but noted to have lesser amenity due the property being dated and of an austere design.
5 Abingdon	1 dbl bed (built in wardrobe) 1 bath (en suite) Grd floor apartment ? sq ft Unfurnished EPC D GCH Allocated parking Communal garden	£1,100	Not comparable due to parking and garden
6 Abingdon-on Thames	1 dbl bed 1 bath Grd floor apartment 483 sq ft Fully furnished EPC C Allocated parking Communal garden	£1,070	Comparable with caution allocated parking and a communal garden

7 Abingdon	1 dbl bed 1 bath End of terrace 453 sq ft Unfurnished EPC D Allocated parking Garden	£1,200	Not comparable as a house

The Landlord

21. The Landlord made the following comments

    a. Maintenance issues are not relevant to market rent.

    b. The Property was newly refurbished at the start of the tenancy

    c. The Landlord made an offer of £1,125 but, was it was not responded to by the Tenant.

22. The following comparables were provided by the Landlord:

23. 15 The Court Abingdon. The Landlord says, This is a smaller property in sq ft. It is of a similar condition internally; the kitchen in 16 Challenor is updated. The Landlord says that this recently let for £1,200 pcm.

24. The Landlord challenges the Tenant's comparables

    a. 1 Abingdon - This is an apartment with no garden - Therefore at £1,100 pcm I feel an increase of the original proposal of £1,150cm was fair and justified.

    b. 2 Abingdon - The above comparable provided to the tenant is also not a direct comparable. This is a ground floor apartment, but as you will note, it has a communal garden.

    c. 5 Abingdon - This comparable is also not a direct comparison due to communal gardens.

Determination and Valuation

25. The Tribunal carefully considered the comparable properties put forward by the parties. Relying on its own expertise and general knowledge of rental values in the area, and the relevant comparable 1 bed 1 bath flat/apartment properties provided by the parties. The

Tribunal considers that the market rent of the property, had it been in good repair and condition, would be £1,150 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties.

26. From this level of rent, the Tribunal did not make any adjustments in relation to maintenance issues raised by the Tenant. The issues raised were uncomplicated maintenance matters that the Landlord is obliged to repair within a reasonable time.

27. The market rent for the Property is £1,150 pcm.

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. The Tenant did not raise hardship.

Decision

29. Therefore, the Tribunal determines the market rent payable for the subject property at £1,150 per calendar month with effect from 01 July 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.