

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00MG/MNR/2026/0044
Property	44 Maida Vale, Milton Keynes MK10 9RF
Tenant	Chandrika Punshon
Tenant's Representative	n/a
Landlord	Clarion Housing Association Ltd
Landlord's Address	Reed House, Peachman Way, Broadland Business Park, Norwich NR7 0WF
Landlord's Representative	Ms Joanne Winters
Date of Application	21 st April 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge David Cowan – Chair Michael Ayres FRICS
Date of Decision	9 th September 2026
Rent Determined	£1,250
Date the new rent takes effect	9 th May 2026

REASONS FOR THE DECISION

Background

1. On 16th February 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,150 per month in place of the existing rent of £1,100 per month (which was set by the Tribunal in or around July 2023) to take effect from 9th May 2026.
2. On or around 16th 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 a market rent.
3. The tenancy commenced on or around 5th August 2017. The rental period is monthly. The tenancy was an assured shorthold tenancy.
4. In or around June 2023, under case reference CAM-00MG-MNR-2025-0657, the rent was set at £1100pcm.

Validity Of Notice – Section 13 of the Housing Act 1988

5. In their application form, the Tenant indicated that they believed that the Landlord's notice was valid.

Allocation of Repairs between Landlord and Tenant.

6. 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.

7. The Tenant states that no furniture is provided by the Landlord.

Liability for Council Tax

8. 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.

9. No other terms of the tenancy were taken into consideration in determining the rent.

Hearing

10. On or around 28th April 2026, an oral hearing was ordered. That hearing took place by CVP on 7th September 2026.

The Property

11. The Property is a second floor flat, offering the following accommodation:

Property: two bedrooms (one ensuite), bathroom, kitchen / lounge

The property has gas central heating and double glazing, with a bicycle shed, and a recycling and rubbish room.

Evidence

Written Submissions

12. The Tenant made the following comments:
 - a) The Tenant states that the following “improvements” have been done by them to the property: light fixtures, curtain rings, and entry hooks.
 - b) The property has one double and one single bedroom
 - c) The Tenant states that they think the market rent of the property is £900.
 - d) The average rent in the area is lower as many tenants do not pay market rent. The amenities which had been available are no long available.
 - e) The rubbish and recycling room have declined in amenity; the security door remains broken and unlocked; the streetlight that had been removed has not been replaced
 - f) The tenant was also seeking to access the loft space as the property is currently over-occupied.
 - g) There is an issue over payment for damage to personal property, and rent increases which were not properly notified.
 - h) There is an issue over waiting for repairs and security at the building.
 - i) A comparable property was advertised for £1,100.
13. The Landlord responded:
 - a) The property has two double bedrooms.
 - b) There are no outstanding repairs.
 - c) The Tenant’s comparable is dated 21st March 2025. Current market rents for comparables are £1,300. The average rent for a one bedroom flat is £1,200.

- d) Comparable properties advertised for rent were provided between £1,395-1,500.
- e) The Landlord had explained to the Tenant that the rent increase was below inflation over the period of the tenancy, and comparable with the rise in social rent.
- f) After inquiry, there were no issues with the rubbish and bin store. The loft space is not in the demise to the Tenant

Oral hearing

- 14. At the Hearing, the Tribunal reminded the parties that its role was to determine the market rent, and the hearing was to address that question, alongside the question of undue hardship.
- 15. The Tribunal agreed with the parties that the following were the issues between them:
 - a) The extent, if any, of the issues with the bin store, security door, and streetlight (“the amenity issue”);
 - b) The relevance and nature of the comparables offered by the parties (“the comparables issue”);
 - c) If the Tribunal determines that the rent should rise, whether there is undue hardship to the Tenant such that the rent should rise only from a later date (“undue hardship”).

The amenity issue

- 16. The Tenant’s evidence was that
 - a) When she moved in to the property, the bin store was locked and safe. Now, however, there was no lock, and there are bins outside the store, with rubbish overflowing and recycling bins blocked off. There is no lock on the door. It is unhygienic.
 - b) The security door pushes open, even though the locking mechanism does appear to work, and this causes anxiety to the household, as internal CCTV cameras appeared to have been removed.
 - c) The streetlight broke and was removed. There is now no adequate lighting to enable the household to find the parking spot and causes a security issue.
- 17. The Tenant subsequently informed the Tribunal that these are issues for her in particular as the household have to walk through this area to access and leave the subject property.
- 18. The Landlord’s evidence was that all matters reported to it are dealt with in accordance with their timescales – non-urgent repairs have a 30 day period. There is a property manager who conducts weekly checks to the property, and

there are no outstanding repairs required to the property. There are internal CCTV cameras in the building.

19. The property manager checked the property in the past week and provided photographs, noting no known issues. The surveyor and the property manager were unaware that there was a streetlight and had been unable to locate its hole using a map provided by the Tenant.

The comparables issue

20. The Tenant recognised that the comparable she had provided was out of date but had provided it because it had been vacant for four months (causing air circulation issues to the subject property).
21. The Landlord told the tribunal that the market rent for a two bedroom property in the block is £1300. They have 50 market rented properties in the building. They have determined a lower rent to reflect fair wear and tear at the property and that the Tenant had been longstanding at the property. The proposed rent increase was less than that applied to social rent tenants.

Undue hardship

22. Neither party added to their written submissions.

Determination and Valuation

23. The Tribunal considered all the information provided by the parties.
24. In making its determination, the Tribunal has disregarded any increase in the value of the subject Property attributable to a relevant improvement carried out by the Tenant that was outside their obligations to the Landlord: section 14(2)(b), Housing Act 1988.
25. The Tribunal accepts the Landlord's evidence regarding the market rent for comparable properties, which accords with its own expertise and general knowledge of rental values in the area. The Tenant's comparable property was, as was admitted at the oral hearing, out of date.
26. Accordingly, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,300 pcm. This is the rent we would expect the property to be let for in the open market at the valuation date and if it was in the same general condition as the comparable properties.
27. The Tribunal considered that the photographs supplied by the Tenant, together with the evidence provided at the hearing, demonstrated that there had been lower than expected general maintenance of the amenities around the property as described to the Tribunal. That has a particular effect on the Tenant who

accesses the property through the amenity sites as described, and has affected the parking of cars, as well as security concerns.

28. From the assessed level of rent, the Tribunal has made adjustments in relation to the following:
- a) General maintenance of the amenities

The full valuation is shown below:

Starting Rent	<u>£1,300</u> pcm
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Less

a) Items given under a) above	£50
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Open-Market Rent	£1,250 pcm
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Undue hardship

29. 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.
30. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says that she cannot afford to move elsewhere. The Tenant said that she would provide confidential information to the Tribunal about her income and medical vulnerability which he did not want to share with the Landlord.
31. The Landlord responded that they have provided information to the Tenant regarding maximising her income.
32. Given that the Tenant has not supplied evidence of undue hardship, the Tribunal does not find undue hardship.

Decision

33. Therefore, the Tribunal determines the market rent at £1,250.00 per calendar month with effect from 9th May 2026. The Tribunal notes that the notice proposing the new rent limited that rent to £1,150.

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.