	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**CAM/00MG/MRA/2026/0041**
Property	**94 Wolverton Road, Stony Stratford, Milton Keynes, MK11 1DT**
Tenant	**Kirstie North**
Tenant's Representative	**None**
Landlord	**Lesley Wort**
Landlord's Address	**6 Bullington End Road, Castlethorpe, MK19 7ER**
Landlord's Representative	**None**
Date of Application	**22 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Alice Holtom** **Dr Jan Wilcox FRICS**
Date of Decision	**15 October 2026**
Rent Determined	**£850 per calendar month**
Date of Valuation	**7 August 2026**
Date the new rent takes effect	**29 October 2026**

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REASONS FOR THE DECISION

Background

1. On 25 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £850 per calendar month(pcm) in place of the existing rent of £650 pcm to take effect from 7 August 2026.

2. On 22 July 2026 under Section 14 (A3) 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 June 2019. The rental period is monthly.

4. The Tenant requested an inspection of the Property. On 17 August 2026 the Tribunal declined that request and provided reasons for the decision.

5. On 4 September 2026 the Tribunal granted the Tenant's application for more time to file the MR3 and extended the time limit to 9 September 2026.

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 curtain and white goods specified below) and the costs relating to the same.

7. None provided.

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. None

Hearing

10. A hearing was held on 15 October 2026 by video platform. The Landlord attended in person. The Tenant did not attend.

11. Pursuant to Rule 34 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal considered whether it was in the interests of justice to proceed with the hearing in the Tenant's absence.

12. The Tribunal was satisfied that the Tenant had been given notice of the hearing by email on 30 September 2026, and on 5 October 2026 notified by email of details of the hearing, including a link to the CVP hearing and instructions on how to join the CVP hearing. The email also confirmed what to do if the parties were unable to connect including the provision of a telephone number to use to dial in by telephone in the case of technical issues.

13. It was further satisfied that all reasonable steps had been taken to notify and contact the Tenant, including attempts by email on the day of the hearing. The Tenant had not provided a telephone number in the MR1. No application for an adjournment had been made.

14. The MR1 is dated 22 July 2026 relating to a notice of rent increase due to take effect on 7 August 2026. The Tenant had been given the opportunity to present their case in both their MR1 and MR3 and had submitted substantial written evidence and statements and supporting photographs. Having regard to the time already elapsed since the notice of rent increase was served and due to take effect, the submissions and evidence already provided by the Tenant, the lack of any request for an adjournment, and the prejudice that would arise from further delay, the Tribunal was satisfied that it was proportionate and in the interests of justice to proceed with the hearing in the Tenant's absence.

15. The Tribunal has considered this case on the basis of an oral hearing, the papers provided by the parties, the oral evidence of the Landlord and its own knowledge and specialist expertise.

The Property

16. The Property is a terraced house, offering the following accommodation:

    Property: Kitchen, utility room, living room, double bedroom and shower room.

    Outside: There is a yard garden and an outhouse.

    The Property benefits from electric heating and double glazing. The flooring is a mix of carpet and laminate floor in kitchen and bathroom.

The Property is situated in Stony Stratford. This is a market town on the outskirts of Milton Keynes. The house is within walking distance of the village which benefits from shops, cafes and other local amenities.

Evidence

17. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

18. The parties produced a substantial volume of email correspondence. Broadly, the correspondence relates to reports of alleged disrepair, the Landlord's responses to those reports, arrangements for inspections and access to the property, the progress of repair works, and discussions regarding the condition of the property.

19. The correspondence also addresses issues relating to the property's energy efficiency, utility billing, and the proposed rent increase. It demonstrates an ongoing disagreement between the parties as to the existence, extent and significance of a number of alleged defects, the adequacy of the Landlord's response to those matters, and difficulties surrounding access for inspection and repair.

20. The Tribunal has taken the correspondence into account but does not consider it necessary to recite each communication individually.

The Tenant

21. The Tenant made the following comments:

    a) The decking previously situated in the garden had deteriorated and was removed by the Landlord but has not been replaced.

    b) The Tenant stated that they had redecorated all rooms within the property several years ago, repainted the woodwork throughout, and constructed a desk in the utility room.

    c) The Tenant contended that a number of items of disrepair remain outstanding, namely:
        i poor insulation and draughts within the property;
        ii structural rot within cupboards;
        iii cracking and staining to the bedroom ceiling following a historic roof leak;
        iv an ageing boiler which breaks down annually;
        v a misaligned rear door which does not close properly. The Tenant stated that a locksmith removed the locking

mechanism and cut an opening as a temporary measure, but that further repair is required;

vi the rear entrance and exit are inaccessible due to rotten raised garden beds obstructing access;

vii carpets throughout the property which are old and worn;

viii failure of a double-glazed window unit, resulting in condensation and water trapped between the panes;

ix a defective toilet cistern which continuously refills and generates noise because it does not shut off properly.

d) The Tenant submitted that the property's most recent EPC, issued in 2012, recorded an energy efficiency rating of E and has since expired. The Tenant contended that the property is likely to fall below the Minimum Energy Efficiency Standards and that its poor energy performance contributes to high utility costs.

e) The Tenant submitted that the electricity meter was defective between 2019 and 2026, resulting in excessively high and inaccurate electricity bills.

f) The Tenant stated that the property suffers from noise disturbance owing to its location on a main road and that the walls provide limited sound insulation.

g) The Tenant contended that the proposed rent increase is motivated by a desire to obtain vacant possession rather than reflecting the property's true market rental value.

h) The Tenant further submitted that the Landlord's comparables are of limited assistance because they are generic online listings and do not adequately reflect the condition of the subject property. In particular, the Tenant argued that the property is affected by unresolved ceiling damage, the consequences of historic water ingress, access issues, and other defects, such that it cannot properly be compared with fully modernised properties relied upon by the Landlord.

22. The Tenant did not provide comparable rental evidence.

The Landlord

23. The Landlord made the following comments:

a) Similar one-bedroom accommodation with a garden would command in excess of £1,000 pcm. The proposed rent of £850 pcm

remains below the market rent for comparable one-bedroom accommodation in the area.

b) The rent was reduced to £650 approximately one year after the tenancy commenced and, during Covid, the Landlord also agreed at that time to waive one month rent due to the tenant's financial circumstance. The rent has not been increased since.

c) The property was fully refurbished in 2012 including:
    i. The installation of an electric boiler which feeds hot water to taps and to radiators in each room
    ii. radiators and heating controls were provided;
    iii. walls were lined with plasterboard;
    iv. double-glazed uPVC windows and rear door were installed;
    v. carpets and flooring were renewed in 2012 and considered in good condition at the start of the tenancy in 2019.
    vi. The landlord confirmed that no inventory was completed at the start of the tenancy.

d) There was a roof leak, but the roof was promptly made safe and subsequently replaced in full. The residual ceiling cracking and staining were minor. The landlord discussed redecoration following a period of monitoring but has since not been able to gain access to the property.

e) The Landlord is unaware of any mould issues, although acknowledged in oral evidence that a historic leak may have caused damage in the cupboard under the kitchen sink

f) The landlord was unaware of any alleged problems concerning the meter and the external meter box and has not previously been raised with her.

g) In oral evidence, the Landlord confirmed the boiler was installed in 2012 and is regularly serviced. The heating pump has been repaired previously. Regarding the photo provided by the tenant of the boiler, the black box at the front is not a pump. It is a water filter installed to prevent further issues with the boiler.

h) The Tenant has denied access for inspections and that this has prevented proper assessment of reported issues.

i) A new EPC assessment was commissioned on 24 July 2026, and the property achieved a D rating.

j) In oral evidence, the Landlord stated that the rent increase is necessary because the property is on the market for sale and is currently rented substantially below the market rent. This could impact on the sale value of the Property if sold to a buy to let investor.

k) Whilst the Property could achieve in excess of £1,000 pcm the Landlord has proposed a lower than market rent as a compromise with the Tenant in light of her financial circumstances.

24. The Landlord did not provide documentary comparable rental evidence. In oral evidence, the Landlord made reference to three properties she had previously owned.
    a) 92 Wolverton Road: the Landlord sold this property a couple of years ago.
    b) 96 Wolverton Road: the Landlord sold this property a little more than one year ago and she believes is currently rented for approximately £1,000 pcm.
    c) 3 Swan Terrace, MK11 1BP: The Landlord sold this property a couple of months ago in good condition for £200,000. This is a very similar house to the subject Property but is an end of terrace.

Determination and Valuation

25. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice.

26. Relevant Tenant improvements are to be disregarded when considering the market rent of the Property. The Tribunal has therefore disregarded the construction of a desk in the utility room in accordance with section 14 when assessing the market rent of the Property.

27. The Tribunal notes that there appears to have been a deterioration in the relationship between the parties, as evidenced by the extensive correspondence and the parties' differing accounts of matters relating to repairs, access and the management of the tenancy. The Tribunal's role is to assess the market rent for the property on the valuation date. It is not the role of the Tribunal to adjudicate historic disputes between Tenant and Landlord or consider historic issues of disrepair. The Tribunal therefore does not consider it necessary to resolve those disputes because they do not materially affect its assessment of the current market rental value of the Property.

28. The Tribunal has taken account of the Tenant's concerns regarding affordability. However, the Tribunal's statutory function is to determine the market rent for the Property, and the personal financial circumstances of either party are not relevant to that assessment. The personal circumstances of the Tenant are only considered if an application for hardship has been made but this does not impact on market rent.

29. The Tribunal has taken account of the Property's location on a main road. This is an inherent feature of the Property's location and is reflected in the Tribunal's overall assessment of market rent. No separate adjustment is warranted.

30. The Tribunal acknowledges that substantial refurbishment works were undertaken in 2012. However, given the passage of time, the Tribunal places limited weight on those works as evidence of the Property's current condition and rental value. The market rent has been assessed by reference to the Property's present condition.

31. The Tenant alleged the presence of mould. However, no supporting evidence was provided and the Landlord denied being aware of any mould issues. On the evidence before it, the Tribunal is not satisfied that mould has been established and has therefore made no adjustment to market rent on that basis.

32. Whilst the EPC relied upon by the Tenant had expired, the Landlord stated that a further EPC assessment had been obtained on 24 July 2026 and that the Property achieved an EPC rating of D. The Tribunal was not provided with a copy of the current EPC nor evidence from the Tenant demonstrating that the energy efficiency of the Property was materially inferior to that of comparable accommodation in the locality or that it materially affected the rent which the Property might reasonably be expected to achieve on the open market. The Tribunal has therefore made no separate deduction on this account.

33. In particular, the Tribunal notes that several of the issues relied upon by the Tenant relate to historic matters, including a previous roof leak and the defective electricity meter and delays in getting repairs completed. Whilst the Tribunal accepts that those matters may previously have caused inconvenience, they do not substantially affect the current market rental value of the Property.

34. Regarding the alleged poor insulation, structural rot, door fitting and defective toilet cistern, the Tribunal had insufficient evidence to conclude that this existed or is of a severity sufficient to impact on market rent.

35. Regarding the condition of the garden, section 2(h) of the Tenancy agreement states that the Tenant is to "*To keep all parts of the premises, yard and outbuildings as applicable, including Landlord's fixtures and fittings in good and tenantable repair and in a good decorative state (fair wear and tear*

allowed)." The tenancy agreement places responsibility upon the Tenant for maintaining the yard and garden areas. The Tribunal also accepts the Landlord's evidence that the decking was removed at the Tenant's request. In those circumstances, the Tribunal places little weight on the Tenant's complaints regarding the condition and layout of the garden when assessing the market rent.

36. The Tribunal is satisfied that the double glazing is blown in one window. On the Landlord's oral evidence, the windows are 14 years old and the photographs supplied by the tenant show condensation, that appears to be between the panes, to the left side of the image which is consistent with a problem with the window seals.

37. The Landlord acknowledged that the photographs submitted by the Tenant of the bedroom ceiling are a fair representation of its condition and this evidence is accepted. The Landlord further admitted that the flooring was installed in 2012 and although in fair condition, probably now needs replacing. This is supported by the Tenant's photographic evidence.

38. A prospective tenant would be likely to take the condition of the ceiling, the carpet and the window into account when considering the rent they would be prepared to pay, of which the most significant of which would be the bedroom ceiling and window.

39. The Tribunal has therefore made an allowance in its assessment of the market rent to reflect those features. However, the Tribunal does not consider that the remaining matters raised by the Tenant, whether individually or cumulatively, would justify any substantial reduction in rental value beyond that allowance.

40. Neither party produced documentary comparable rental evidence capable of supporting a direct comparison with the Property. The Landlord's oral evidence of comparables has been given limited weight because it was unsupported by evidence and lacking in specificity.

41. The Tribunal has therefore assessed the market rent having regard to the Property's location, accommodation, condition and amenities, giving the appropriate weight to the evidence provided by the parties, together with the Tribunal's knowledge and experience of rental values for similar properties in the locality.

42. Having regard to its location, accommodation, size, amenities and the Tribunal's own expertise and knowledge of rental values for similar one-bedroom houses in the locality, the Tribunal considers that the market rent of the Property, if modernised and in good order, would be in the order of £1,050 pcm.

43. From this level of rent, the Tribunal has made an adjustment of 10% in relation to the following:

    a) Bedroom ceiling
    b) Blown window
    c) Aged floor coverings

    The full valuation is shown below:

Starting Rent	£ 1,050 pcm
Less 10%	*£105 pcm*
Open-Market Rent	**£** 945 **pcm**

Undue hardship

44. 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.

45. The Tenant has asked the Tribunal to fix a later starting date in this case because the proposed increase would cause undue hardship.

46. The Tenant stated that they suffer from ASD and PTSD, are currently unable to work due to autistic burnout, and are reliant upon benefits. The Tenant stated that Housing Benefit covers the current rent but that they would be unable to afford the proposed rent. The Tenant also noted that the increase from £650 per month to £850 per month represents an increase of approximately 30.8% following several years during which the rent had remained unchanged.

47. The Landlord expressed sympathy for the Tenant's personal circumstances but submitted that the proposed rent remained below the market rent for comparable properties in the area. The Landlord stated that the rent had been reduced in the past due to the Tenant's financial circumstances and had not been increased for a number of years. The Landlord believes that the proposed rent remains under the maximum allowable housing costs that the Tenant could claim as benefits. The Landlord further submitted that they also faced financial pressures associated with ownership of the Property and its intended sale.

48. The threshold for demonstrating undue hardship is high. The Tribunal accepts that the Tenant has provided medical evidence confirming diagnoses of ASD and

PTSD and does not doubt that the Tenant faces personal and financial challenges. However, the Tribunal has not been provided with evidence of the Tenant's income, expenditure, benefit entitlement, or other financial commitments from which it could assess the likely impact of the rent increase.

49. Whilst the Tenant states that they would be unable to afford the increased rent, the Tribunal is not satisfied on the evidence before it that implementation of the determined rent on the statutory date would cause undue hardship within the meaning of the legislation.

50. Accordingly, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.

51. The Tribunal determines the new rent amount at £850 per calendar month with effect from 29 October 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

Decision

52. The Tribunal determines the new rent amount at £850 per calendar month with effect from 29 October 2026 as this is lower than the open-market rent determined by the Tribunal.

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 after 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.