FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**CAM/00MC/MNR/2026/0091**
Property	**112 Liverpool Road, Reading RG1 3PQ**
Tenant	**Toby Ikwuakolam**
Landlord	**Kevin Harris**
Landlord's Address	**5 Brindleyplace, Birmingham B1 2JB**
Landlord's Representative	**Smart Move**
Date of Application	**23 April 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**D Cotterell FRICS** **S Johnson**
Date of Decision	**29 October 2026**
Rent Determined	**£835.00 per calendar month**
Date of Valuation	**27 April 2026**
Date the new rent takes effect	**27 April 2026**

REASONS FOR THE DECISION

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Background

1. On 10 March 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,045.00 per calendar month(pcm) in place of the existing rent of £ 995.00 pcm to take effect from 27 April 2026.

2. On 23 April 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 27 October 2012. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985. The Tenant is responsible for maintenance of the garden.

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

5. The Landlord provides a sofa, bed and wardrobe.

Liability for Council Tax

6. 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.

7. The rent is inclusive of utilities (that the Landlord estimates to be quantified at £135.00 pcm).

Hearing

8. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of an inspection, the papers provided by the parties, and its own knowledge and specialist expertise.

The Property & Inspection

9. The Tribunal carried out an inspection of the Property on 29 October 2026 in the presence of the Tenant, and a representative of the Landlord.

10. The Property is a ground floor flat in a converted terraced house, in a residential neighbourhood to the east of central Reading, adjacent the main line railway. It comprises a shared entrance hall, galley style kitchen, bedroom and bathroom with shower.

Evidence

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

The Tenant

12. The Tenant made the following comments:

    a) The Tenant confirmed that they had provided a bathroom cabinet.

    b) The Tenant, in their MR1, pointed out
        i) mould
        ii) damaged lock
        iii) abandoned cats in the building
        iv) leaking water heater
        v) damaged floor, walls and windows

13. The Tenant said that the average rent in the area was £1,180, according to OnTheMarket.com, adding: "*… All properties listed are significantly nicer looking do not have mouldy walls or severely chipped wooden flooring. At most recent council inspection, it was said that all the walls in bedroom, living room and kitchen need painting. Visit from Polygon in March 2026 say the floor in kitchen and living room need replacing due to water damage. These extensive works are yet to even begin, and when they do they will be extremely disruptive"*

The Landlord

14. The Landlord pointed out that remedial works had been undertaken and provided copy correspondence (20 February 2026) with Reading Borough Council, in which it was confirmed that of the matters raised in connection with action under the Housing Act 2004, only damp remedial works remained outstanding at that date.

15. The Landlord did not provide comparable rental evidence.

Determination and Valuation

16. 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. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.

17. Relying on its own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rent of the subject Property, modernised and in good order, would be in the order of £1,100.00 pcm, before adjustment for the inclusion of utilities. This is the rent that the Tribunal would expect the Property to achieve in the open market at the valuation date if it were in the same general condition as the comparable properties and with the basic furniture and white goods provided by the Landlord. Although the Landlord estimated the value of the included utilities at £135.00 pcm, the Tribunal considers that a figure of £200.00 pcm more accurately reflects the benefit to the Tenant of those utilities being included within the rent.

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

    a) Decorative disrepair/ mould / missing plaster
    b) Dampness
    c) Disrepair to flooring
    d) Missing curtains to kitchen
    e) Missing smoke seal / self-closer
    f) Rent inclusive of utilities

    The full valuation is shown below:

Starting Rent		£ 1,100.00 pcm
Less		
a)	Items given under a) above	£ 150.00
b)	Items given under b) above	£ 150.00
c)	Items given under c) above	£ 50.00
d)	Items given under d) above	£ 15.00
e)	Items given under e) above	£ 100.00
	SUBTOTAL	£465.00
Plus		
f)	Items given under f) above	£ 200.00
Open-Market Rent		**£ 835.00 pcm**

Decision

19. **The Tribunal determines the new rent amount at £ 835.00 per calendar month with effect from 27 April 2026 which is the date stated in the notice**.

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.