	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**CAM/00MG/MRA/2026/0094**
Property	**20 Babington Close, Milton Keynes, MK10 9HE**
Tenant	**Daniel Mihai Oprean**
Tenant's Representative	**N/A**
Landlord	**Karen Wieland**
Landlord's Address	**14 Cotswolds Way, Calvert, Buckingham, MK18 2FH**
Landlord's Representative	**Elevation Lettings LLP**
Date of Application	**22 August 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Banks** **Dr Jan Wilcox FRICS**
Date of Decision	**5 November 2026**
Rent Determined	**£1,275 per calendar month**
Date the new rent takes effect	**23 November 2026**

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REASONS FOR THE DECISION

Background

1. On 17 June 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,295 per calendar month(pcm) in place of the existing rent of £1,250 pcm to take effect from 23 August 2026.

2. On 22 August 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 23 July 2022. The rental period is monthly with payment on 23rd of each month.

Allocation of Repairs between Landlord and Tenant

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

Service 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 subject Property is furnished with a double bed, 3 night stands, a TV stand, 3 mini glass tables, a dining table with 4 chairs and some integrated appliances.

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. None.

Hearing

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

The Property

9. The Property is a terraced house comprising of a living room, kitchen, 1 double bedroom, 1 single bedroom and a bathroom. The Property benefits from central heating, double glazed windows, carpeting throughout with vinyl flooring in the bathroom and kitchen. To the exterior there is a front and back garden and an allocated parking space. Neither party provided the dimensions of the rooms or the Property.

Evidence

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

The Tenant

11. The Tenant contends that the market rent should be between £1,200 and £1,250 per month. The Tenant notes that the rent was increased from £1,100 to £1,250 during the previous year and submits that a comparable property in Clare Croft was let at £1,300 per month in July 2026. The Tenant states that this comparable property benefitted from two double bedrooms, two bathrooms including an en-suite, and approximately 14 square metres of additional floor area. The Tenant further submits that there have been few recent lettings in the immediate area.

12. The Tenant submits that the Property's condition is inferior to that of comparable properties. The Tenant describes the kitchen as dated and in need of refurbishment, the carpets as heavily worn, and the supplied furnishings as being of poor quality and nearing the end of their useful life. The Tenant also states that the windows are old and draughty, adversely affecting heat retention and increasing energy costs. Additional concerns raised include the absence of private parking and a rear garden which is significantly sloped and has limited practical use.

13. In response to the Landlord's evidence, the Tenant states that concerns regarding the condition of the Property were reported to both the letting agent and the Landlord shortly after the tenancy commenced and again during periodic inspections. The Tenant says that they requested removal of two sofas which were considered unusable and ultimately arranged removal themselves after being advised that it would be at their own expense.

14. The Tenant maintains that the central heating system is old and caused issues during the tenancy, although repairs were undertaken by the Landlord when problems arose. The Tenant further states that concerns were repeatedly raised regarding windows that failed to close properly, cold floors, and water ingress affecting the patio doors and bedroom windows during colder and wetter

periods. The Tenant submits that these issues were apparent to both the letting agent and the Landlord during inspections.

15. The Tenant states that the condition of the kitchen, carpets and furnishings was poor from the outset of the tenancy. The Tenant says that the carpets were dirty when the Property was handed over and that professional equipment was hired to clean them. The Tenant further contends that the rear garden has a significant gradient, estimated to be approximately one metre across its length, reducing its usability.

16. The Tenant challenges the comparables relied upon by the Landlord and/or agent, submitting that the rental evidence does not properly reflect market value. The Tenant refers to recent lettings and states that a two-bedroom, two-bathroom property of approximately 65 square metres was let for £1,300 per month, whilst a smaller property comprising one double and one single bedroom with a single bathroom and approximately 53 square metres of accommodation was also advertised at £1,300 per month. The Tenant suggests that this demonstrates an artificial increase in asking rents which is not supported by underlying market value. The Tenant further suggests that the proposed rent increase is based upon inaccurate market evidence provided by the letting agent.

17. As evidence of the condition of the Property at the commencement of the tenancy, the Tenant relies upon the original inventory and check-in report together with contemporaneous correspondence sent to the managing agent in July 2022. The inventory records a number of pre-existing defects and signs of wear, including damaged and worn carpets, staining and wear to furniture, damage to blinds, worn flooring, discoloured grout and other age-related deterioration throughout the Property.

18. The Tenant also relies on an email sent to the managing agent shortly after occupation in which additional issues were identified, including dirt, spider webs, mould, loose window handles, worn silicone seals around windows and doors, stained and greasy kitchen units and appliances, a loose boiler cupboard door, a detached sink, and general concerns regarding the standard of cleaning prior to occupation. The Tenant provided photographs in support of those observations.

19. The Tenant relied upon one comparable as set out below:

    i) Clare Croft, Middleton, Milton Keynes

    2 bedroom, 2 bathroom unfurnished house advertised at £1,300 pcm. It is located close to the subject Property and looks a similar type of Property. From the floor plan that was provided it appears to have 2 double bedrooms so is larger in size and has an additional bathroom.

The Landlord

20. The Landlord, through their agent Lynn Wright of Elevation Lettings LLP, disputes the Tenant's description of the Property and submits that the evidence provided by the Tenant does not justify a lower rental value. The Landlord contends that the rental comparables relied upon support the proposed increase and demonstrate that the revised rent is consistent with current market levels for similar properties in the locality. The Landlord therefore maintains that the proposed rent is reasonable and warranted.

21. The Landlord relies upon a schedule of maintenance issues reported during the tenancy and states that repairs were dealt with promptly. The evidence records that an oven reported as not working on 29 May 2024 was repaired the same day, a request for removal of sofas made in November 2024 was actioned in February 2025, a replacement fridge was supplied within six days of being reported as defective in August 2025, and a faulty light switch reported in January 2026 was repaired within six days. The Landlord submits that repair obligations were fulfilled within a timely manner.

22. In response to the Tenant's complaints regarding the condition of the Property, the Landlord states that the central heating system is fully functional, is serviced annually and has valid gas safety certification. The Landlord further states that no issues concerning the heating system were reported by the Tenant and that the Property warms quickly.

23. The Landlord disputes the Tenant's concerns regarding the windows, stating that a property inspection undertaken on 21 May 2026 did not identify any issues and that no complaints concerning the windows were raised during the inspection. The Landlord also contends that there is no evidence that the kitchen units or worktops require replacement, describing them as clean, functional and fit for purpose despite their age.

24. The Landlord states that the carpets were professionally cleaned at the commencement of the tenancy and that no complaints regarding their condition had been reported. Similarly, it is submitted that the kitchen and bathroom flooring showed no defects when inspected and that the rear garden is flat rather than being steeply inclined as alleged by the Tenant.

25. The Landlord provided a written statement explaining that they had maintained a positive relationship with the Tenant throughout the tenancy and had not received any complaints directly concerning the Property, furniture, furnishings, heating system, windows or garden. The Landlord states that whenever issues were raised they were addressed promptly and professionally, and confirms that a request to remove sofas from the Property was accommodated. The Landlord

also states that the heating system has been serviced annually and remains in good working order.

26. In support of these submissions, the Landlord relies upon correspondence exchanged with the Tenant during the tenancy. The messages include communications regarding a patio door repair, arrangements for access, reports of low boiler pressure and subsequent repairs, annual gas safety inspections, management of the Property, removal of furniture at the Tenant's request and other routine tenancy matters. The Landlord submits this correspondence as evidence of a cooperative relationship and of responsiveness to any issues reported during the tenancy.

27. The Landlord relied upon a Best Price Guide prepared by Elevation Lettings, which drew upon properties advertised on Rightmove within a 0.5-mile radius of the subject Property. The guide identified a number of two-bedroom properties advertised at rents ranging from £1,300 to £1,450 per calendar month. However, the Tribunal considered that the evidential weight to be attached to the guide was limited. In most cases, the guide contained only a single external photograph and brief marketing particulars, with no floorplans, measurements or detailed information regarding the size, layout or condition of the properties. The Tribunal was therefore unable to undertake a detailed comparison with the subject Property. In addition, a number of the comparables were situated outside the immediate locality or appeared to provide accommodation of a superior standard to that offered by the subject Property.

28. The Tribunal attached no weight to the property at Poppy Avenue, which was located in a different locality and was not considered directly comparable to the subject Property. The Tribunal noted that the remaining comparables each benefitted from a downstairs WC, with the exception of the property at Culross Grove, which was advertised at £1,350 per calendar month. The Culross Grove property did, however, benefit from off-street parking by way of a private driveway. As neither the subject Property nor the comparables were accompanied by floorplans or measurements, the Tribunal treated the evidence as providing only broad market guidance rather than a basis for direct comparison. The Tribunal further noted that the Best Price Guide indicated a reduction in asking rents in the locality in the period immediately preceding the determination. This was consistent with the Tenant’s submissions and difficult to reconcile with the Landlord’s assertion that rental values had increased during the same period.

Determination and Valuation

29. 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.

30. The Tribunal has considered all of the evidence before it, including matters not expressly referred to in these reasons, and has given such weight to that evidence as it considers appropriate.

31. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by both parties the Tribunal considers that the market rent of the subject Property would be in the order of £1,275 pcm . This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties.

32. The Tribunal was most assisted by the Tenant's comparable at Clare Croft. This property was of a similar type and style to the subject Property and was located within the same locality. However, it benefitted from an additional bathroom, a feature not present at the subject Property. The Tribunal also noted that each of the Landlord's comparables possessed advantages over the subject Property, including features such as a downstairs WC or private driveway parking. Having considered all of the comparable evidence in the round, and making appropriate allowances for those superior features, the Tribunal concluded that the open market rent for the subject Property at the relevant date was £1,275 per calendar month.

33. The Tribunal derived limited assistance from the Tenant's photographs of the Property. Whilst the photographs suggested that the windows were of some age, they did not demonstrate that the windows were defective or incapable of being properly closed. Similarly, the Tribunal attached limited weight to the Property Condition Report dated 22 July 2022, as it pre-dated the relevant valuation date by approximately four years and was therefore of limited evidential value in establishing the condition of the Property at the material time. The Tribunal was most assisted by the Interim Visit Report dated 21 May 2026, which was the most contemporaneous and independent evidence before it. That report identified only a minor issue requiring replacement of silicone sealant around the kitchen sink and did not record any other significant defects or disrepair. No evidence was provided by the Tenant to suggest that the findings of the report had been challenged or were inaccurate. In those circumstances, the Tribunal was not satisfied that the condition of the Property warranted any deduction from the market rent.

Open-Market Rent **£1,275 pcm**

Decision

34. The Tribunal determines the new rent amount at £1,275 per calendar month with effect from 23 November 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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.