

FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**HAV/00HY/MRA/2026/0075**
Property	**:**	**Flat 21 Churchill Court, Kelham Gardens, Marlborough Wiltshire SN8 1LD**
Tenant	**:**	**Patricia Bolton**
Landlord	**:**	**Retirement Rentals Ltd**
Representative	**:**	**My Future Living**
Type of Application	**:**	**Determination of a Market Rent under Sections 13 & 14 of the Housing Act 1988**
Tribunal	**:**	**Judge T.Hingston** **Mr. B. Bourne MRICS**
Date of Decision	:	**10th November 2026**
Rent determined	:	**£900 per calendar month**
Date the new rent takes effect	:	**18th October 2026**

© CROWN COPYRIGHT

REASONS FOR THE DECISION

BACKGROUND

1. The property in question is a self-contained first-floor one-bedroom flat in a purpose built retirement complex in Marlborough, Wiltshire.

2. The flat is let unfurnished, with electric storage heating, double glazing and carpeted floors. There are no 'white goods' provided but there is an integral hob in the kitchen worktop.

3. The tenancy began, by way of a 12-month Assured Tenancy Agreement, on the 18th of September 2024, and the rent is payable monthly in advance.

4. The current rent is **£887.40**, with effect from the last rent increase on 1st October 2025.

5. Under the Tenancy Agreement the tenant's obligations are set out in Part 4. The Tenant is responsible, among other things, for:

6. *'4.16. Repair and Cleaning of Premises -*
To keep the premises and its Fixtures and Fittings properly clean and tidy at all times and to decorate the interior of the premises using neutral colours and carried out to a professional standard in every third year of the term.'

7. At Part 4.8 the Agreement says that the Tenant shall:
'Pay for the Council Tax (or any other similar charge replacing the Council Tax) during the Tenancy in respect of the Premises or, if the Landlord pays it… reimburse the Landlord.'

8. As to any utilities and/or other charges, at Part 4.9 it is stated that the Tenant shall:
'Pay all charges for electricity, gas, fuel, water and environmental services, telephone lines and use of telephone, if applicable, which shall be consumed or supplied to the Premises during the tenancy.'

9. However, there is no apparent provision in the Agreement for the Tenant to make any contribution to the landlord's costs by way of service charges, either to Retirement Rentals Limited or to the landlord of the head lease.

10. Under Part 5 of the Agreement the landlord's obligations are set out, including the following provision about repairs:

'To comply with the requirements of Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These require the Landlord to keep in repair the structure and exterior of the Premises (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Premises for the supply of water, gas, electricity, sanitation, and for space and water heating.'

11. As to Ground Rent, the Agreement states at Paragraph 6.5:

'6.5.1. The Head Landlord very occasionally has the right to increase the ground rent payable by the Landlord in accordance with the ground rent review clause contained within the Head Lease.
6.5.2. If the Head Landlord does increase the amount of annual ground rent charged under the Head Lease, the annual rent the Tenant has to pay under this Tenancy Agreement will be increased by that same amount, provided that any increase in ground rent does not result in an increase in the rent in excess of £350.00 per year.
6.5.3. Where the Head Landlord does increase the amount of ground rent the Tenant has to pay, the Landlord's Agent will notify the Tenant in writing of the amount of the increase. The Tenant will not have to pay that increase until the Rent Review Date following the increase in ground rent.
6.5.4. Any increase in Ground Rent will be added to the rent the Tenant pays under the terms of this Agreement'.

12. On the 29th of July 2026 the Landlord served a Notice under Section 13 (2) of the Housing Act 1988, proposing an increase in rent to **£940.64** per month with effect from the 18th of October 2026.

13. The Tenant lodged her MR1 Application with the Tribunal on the 13th of August 2026.

INSPECTION/HEARING

14. Neither party requested an oral hearing. The Tribunal did not carry out an inspection of the flat, but referred to photographs supplied with the case documents. The determination has been made on the papers provided by the parties, in the light of the Tribunal's own knowledge and specialist expertise.

EVIDENCE

15. Both the Tenant and the Landlord returned the Tribunal's Reply forms, together with relevant documentary evidence.

TENANT'S CASE

16. The Tenant Ms. Bolton challenges the increase proposed by the landlord.

17. Ms. Bolton states that she contacted local estate agents Birkmyer and Jones Robinson, and on the basis of what they told her she submits that the rent should be **£900 - £910** per month.

18. The Tenant states that her rent *does* include water rates, and that the landlord provides exterior window cleaning, emergency pull cords and use of a communal laundry room.

19. As to the condition of the flat, the Tenant states that the bathroom and kitchen storage-heaters are the originals from 25 years ago, and because they are inefficient:-

'My winter electric bill is 20% higher than similar flats with modern heating. The EPC report (attached) actually highlights that the heater is only average, and the control is poor. Recommended action to increase energy efficiency is to replace with high heat retention ones. Also, the solid plate hob in the kitchen has about 50% efficiency compared to induction at 85 – 90%'.

20. In respect of any disrepair, Ms. Bolton refers to the shower screen in the bathroom and states that:

'The 25-year-old folding screen was leaking before I moved in, as evidenced by damage to the bath panel. I photographed this, noted on the inventory and requested repair. This was done in 2025 but started leaking again. The contractor who attended in 2026 took photos and said he would report to MFL that "the whole thing needs replacing" but resealed it in the meantime. To stop the leaks the "folds" are filled with sealant and the whole screen fixed to the bath with sealant. So it doesn't fold or move at all for ease of getting in and out of the bath, or cleaning (photo attached). I even offered to install a shower curtain and rail at my expense if the thing could come out. MFL are usually very good with repairs or concerns but this is a fail.'

Comparable Market Rent evidence.

21. As to the appropriate rent for the property, Ms. Bolton comments (in her MR3 Reply form) as follows;

'My flat was marketed and rented to me in Aug 2024 at £850pcm – presumably the Market Rent (MR) then. If My Future Living (MFL) now say MR is £970 that is an increase of 14% in 2 years. A similar flat here was advertised in June 2026 at £850 pcm and rented out at that price. Another is being let now, again for £850, and the tenant moves in on 7th October.
Those landlords also have to pay the service charges, water rates and ground rent. Local agents Birkmyre and Jones Robinson have quoted me £850 - £900pcm. 2 other long-standing MFL tenants here pay more than me, but is MR to be based on that? Elderly/disabled tenants, whose increases were by fair percentages over years in line with their original agreements, are far less likely to want the stress of challenging.'

'Marlborough rental prices: The flat MFL have used as an example at £950 is newly renovated with everything brand-spanking-new and allocated parking, which I don't have. My example at £900 is 50sqm rather than 43sqm here (screenshot attached).'

22. In conclusion Ms. Bolton states that, if the optimum market rent is accepted, everything should be in 'tip top' condition, highly efficient, and should not involve any extra costs to the tenant.

LANDLORD'S CASE

23. At Paragraph 4.7 of the Landlord's Notice of Increase (Form 4A), it indicates that no charges are included for Council tax, water rates or other fixed service charges. However, at Point 2.2 of the Landlord's MR2 Reply form, it is stated that:
'Service Charge and Ground rent are also included within the amount paid by the tenant (along with the water rates)'

24. As to disrepair, at Question 2.3 of the MR2, when asked whether the landlord disagrees with any of the details given by the Tenant, it is stated that:
'The shower screen does not need replacing. This was assessed by an independent contractor on 19/04/2026 when they attended and resealed the shower screen.' (An invoice for £150, dated 19th April 2026, is produced in support.)

'The property has an EPC rating of C and the method of heating is taken into account in this rating. Therefore we disagree with comments that the property is inefficient.
Kitchens/Bathrooms are assessed at VOID - these are in good condition and so do not need replacing. If a tenant raises concerns we would revisit that decision.
Tenant has never complained about Kitchen/Bathroom other than a leak from shower screen which has been repaired.'

Comparable Market Rent evidence.

25. At Question 2.5, the landlord confirms that they still seek the rent increase to **£940.64** as specified in the Notice. They refer to the following:

1. Savills Independant rental valuation - £970pcm (not in the Tribunal's bundle)
2. RPML market rent assessment - £970pcm (not in the Tribunal's bundle)
3. Flat 14 Churchill Court rented at £986.26 pcm (no photo or particulars exhibited)
4. Flat 3 Churchill Court rented at £967.30pcm'. (no photo or particulars exhibited).

26. Statements of Account from Flats 3 and 14 Churchill Court, dated 18th August 2026, were produced to show current rental payments of £967.30 and £986.26 per month respectively.

DETERMINATION AND VALUATION

27. The Tribunal considered carefully all the comparable evidence of local 1-bedroom flats as produced by the parties, namely:
Flats 3 and 14 Churchill Court
Two Flats in London Road, Marlborough
One in Marlborough High Street, and
One in 'The Parade'.

28. Relying on its own expertise and general knowledge of rental values, the Tribunal made findings as follows.

29.. In respect of comparables within the same development at Churchill Court, it is agreed that flats in the complex are let at different rents, but the Tribunal was not provided with any detailed particulars or clear evidence as to whether the variations are because of differences in size, layout, amenities or quality of accommodation.

30. There was also no evidence as to whether the given rental figures for Flats 3 and 14 at Churchill Court included any amount for water rates or service charges.

31. In the circumstances the Tribunal attached limited weight to these two particular comparables.

32. In respect of the flat marked as 'Let agreed' in London Road, Marlborough, at £950 per calendar month, there is no detail as to the type of heating provided, and limited information about the size of the accommodation. However, it is clear from the photographs that the flat is newly refurbished and decorated to a high standard, with superior kitchen fittings including an oven and hob. There is also an allocated parking space, and the Tribunal considered that this property would command a higher rent than the subject flat, with its dated heating system and lack of allocated parking.

33. The flat in Marlborough High Street, which is described as a 'maisonette' or 'charming 1- bedroom garden flat' with period features, and which is offered to let at £900 per calendar moth, was found to be a reasonably good comparable, despite limited detail.

34. The second flat in London Road, described as a 'stylish open-plan' 1-bedroom flat, is offered to let at £650 per calendar month, even though it has under-floor heating, storage and private parking. The Tribunal considered that this property appeared to be in an older building in a busy part of the town, but there was insufficient detail to make a clear comparison.

35. The final comparable, the 1-bedroom apartment on 2 floors at The Parade, Marlborough, was recorded as 'Let agreed' at £895 per calendar month. From the photograph this flat is above commercial premises, and therefore the Tribunal considered that, despite the lack of detail, it was a different kind of property and the market rent would be less than Churchill Court.

DECISION

In the light of all the above factors, the Tribunal determines the Market rent for Flat 21 Churchill Court at £900.00 per calendar month, with effect from 18th October 2026*.

This figure excludes any payments for Ground rent or service charges.

(*Note: The new rent takes effect from the date specified in the Landlord's Notice of Increase, as there has been no suggestion from the Tenant that she would suffer undue hardship as a result.)

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.