	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**CAM/00ME/MRA/2026/0106**
Property	**73 High Street, Apartment 16 Cresset Court, Maidenhead, Berkshire SL6 1JX**
Tenant	**Ewelina Dunaj and Sergiusz Beska**
Tenant's Representative	**N/A**
Landlord	**Matthew James**
Landlord's Address	**44 Upham Park Road, London W4 1PG**
Landlord's Representative	**N/A**
Date of Application	**28 August 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge A. Arul** **Patrick McGreal MRICS**
Date of Decision	**11 November 2026**
Rent Determined	**£1,275 per calendar month**

© CROWN COPYRIGHT

Date of Valuation	**1 September 2026**
Date the new rent takes effect	**1 December 2026**

REASONS FOR THE DECISION

Background

1. On 24 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,350 per calendar month (pcm) in place of the existing rent of £950 pcm, to take effect from 1 September 2026.

2. On 28 August 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 written assured tenancy agreement commenced on 31 January 2022. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. 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.

5. None.

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.

Inspection/Hearing

8. The Tenant requested an inspection of the Property, and this application was considered, and refused, by a legal officer on 25 September 2026.

9. The Tenant requested a hearing, which took place via the Cloud Video Platform. Ewelina Dunaj attended the hearing for the Tenant and Matthew James attended as Landlord.

10. The Tribunal has considered this case on the basis of the papers provided by the parties, the oral submissions made at the hearing and its own knowledge and specialist expertise.

The Property

11. The Property is a one-bedroom first floor flat in a block fronting the high street with retail premises on the ground floor, offering the following accommodation:

    Lounge/kitchen, bedroom, and bathroom. Floor area 45 sq.m.

    External: small balcony and storage in basement.

    The Property is situated in the historic market town of Maidenhead. The Property is within 0.5 mile of the town's railway station with a service to London Paddington in under twenty minutes. The station also benefits from an Elizabeth Line service. The town benefits from proximity to the M4 motorway and therefore the national highway network.

Evidence

12. The Tenant submitted an application form and the Landlord returned the response form. There was a further reply from the Tenant.

The Tenant.

13. In their written case, the Tenant challenged the Landlord's proposed increase in rent from £950 pcm to £1,350 pcm, contending that the appropriate market rent was £1,050 pcm. They argued that the proposed rent failed to reflect the actual condition and amenities of the Property, relying on numerous outstanding maintenance issues, including defective bathroom ventilation, recurring mould, plumbing and electrical defects, problems with appliances and persistent pigeon contamination of the balcony. They maintained that the pigeon problem substantially restricted the use of the balcony and prevented proper ventilation of the adjoining bedroom. They also relied on the condition of the communal basement corridor, which they said affected access to and use of their allocated storage facility. They supplied photographs and a video, which they said evidenced some of these issues.

14. In challenging the Landlord's comparable evidence, the Tenant argued that Flat 17 or 18 (the flat above), which achieved a rent of £1,350 pcm, was furnished, better maintained and had a larger bedroom. They also relied on the disruption of ongoing redevelopment works to the neighbouring Nicholson's Shopping Centre, the Property's unfurnished condition and their financial circumstances, including Ms Dunaj's redundancy and unemployment. They further disputed the validity of the Section 13 notice because of a discrepancy in the Property address.

15. At the hearing, Ms Dunaj expanded on the written submissions, explaining the history of the maintenance problems and the difficulties experienced in obtaining satisfactory remedial action from the Landlord. She described the continuing pigeon infestation, the failure of the preventative measures installed by building management to resolve the problem, the involvement of the local authority and the impact of the contamination on the balcony and adjoining bedroom. She explained that she had initially attempted to deal with some of the problems herself rather than continually troubling the Landlord. She also discussed the condition of the basement and the difficulties associated with using the storage facilities. In relation to the rent, she considered that an increase of £100 pcm, bringing the rent to £1,050 pcm, would be reasonable given the Property's condition. She also referred to the Property being unfurnished, the surrounding noise and redevelopment works, and her and her partner's personal and financial circumstances.

The Landlord.

16. In his written case the Landlord disputed the Tenants' proposed valuation of £1,050 pcm and contended that the appropriate market rent was £1,300 per month, having initially proposed £1,350. He relied on comparable lettings within Cresset Court, including Flats 1, 2 and 7, together with evidence from local letting agent Prospect. This evidence can be summarised as follows:

    a) 1 Cresset Court. On ground floor of the block let at £1,250 pcm in October 2024. Let furnished. Letting confirmed by landlord of property. Floor area 45 sq.m. This flat has a lightwell so also suffers from issues with pigeons. The Landlord said it was a darker flat as it only has natural light to the rear.

    b) 2 Cresset Court. On first floor of the block let at £1,300 pcm in September 2026. Advised by landlord of property to be smaller than subject flat but the floorplan supplied indicates it is larger and let furnished. Floor area 45 sq.m. This flat has a lightwell so also suffers from issues with pigeons. The Landlord said it was a darker flat as it only has natural light to the rear.

    c) 7 Cresset Court. On first floor of the block let at £1,300 pcm in May 2026 Advised by landlord of property to be smaller than subject flat. Let furnished. Floor area 36 sq.m. No balcony or basement storage facilities.

    d) A *Rightmove Best Price Guide* which set out brief marketing summaries of eight one-bedroom flats in Maidenhead where lets have apparently been agreed but the actual letting rents were not advised. The asking rents ranged from £1,250 to £1,425 pcm. None of the properties in the Guide are in the High Street.

17. The Landlord argued that the comparable evidence supported a rent of at least £1,300 and that there was no material difference in rental value between furnished and unfurnished properties. He disputed the Tenants' allegations concerning the Property's condition and maintenance history, maintaining that many of the alleged defects had not previously been reported, were historic or

had already been dealt with. He questioned the timing of the Tenants' detailed maintenance notification, which he said had been provided shortly before the Tribunal application.

18. In relation to the pigeon infestation, the Landlord accepted that the problem existed but maintained that it was a building-management issue outside his control and that he had referred it to the freeholder and done all that he could to progress matters. He also argued that the Tenants were responsible for keeping the balcony clean and it is this failure which had meant that a professional clean would now be necessary. He maintained that the condition of the communal areas, the surrounding redevelopment works and the Property's location were already reflected in the comparable rents.

19. At the hearing, the Landlord reiterated his reliance on the comparable properties and provided further detail on those lettings and the sizes and amenities of each comparable flat. He maintained that £1,300 pcm represented a reasonable market rent. He disputed the Tenants' account of the maintenance history and argued that he had not been made aware of many of the alleged defects before the application. He maintained that the bathroom extractor fan had previously been cleaned and that the Tenant had not raised the issue again for several years. He also suggested that some problems with the kitchen extractor and washing machine were attributable to the Tenants' use or lack of cleaning of the appliances. Regarding the basement, he argued that the Tenant did not need to access the mould-affected area to reach their allocated storage facility. In relation to the pigeons, he maintained his written case that the problem was outside his control and was a matter for the building management company. He relied particularly on the recent letting of Flat 2 at £1,300 per month and maintained that the Property's size, natural light, balcony and other amenities justified the proposed rent. He also disputed the Tenants' financial hardship arguments, referring to their savings and household financial circumstances.

Determination and Valuation

20. The Tribunal took account of the submissions and evidence of both parties including as to the local area and comparable properties. The Tribunal noted that the principal dispute concerns the condition of the subject Property especially the issues with pigeons contaminating the balcony.

21. 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.

22. It is also not relevant whether or not the Landlord considers that the rent paid is sufficient to fund their liabilities and/or repair obligations. The cost to the Landlord of putting the Property into a suitable state and complying with their obligations is not a matter for consideration in determining the rent payable.

23. The Tribunal first considered the validity of the Landlord's Section 13 notice and determined that it was valid. Although there was an error in the Property address, referring to 71/73 High Street rather than 73 but all other details being correct, the Tribunal considers it likely that the Tenant had understood the notice was intended for them and its purpose. The Tribunal applied the reasonable recipient test from the case of *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* [1997] UKHL 19 to reach this conclusion. It further considered that the error had caused no prejudice. The Tenant had duly responded to the notice by bringing the present application, and had done so some two months after the notice was served and therefore had sufficient time to consider their position carefully.

24. In assessing the condition of the Property, the Tribunal considered the complaints concerning the bathroom and kitchen extractors, mould and pigeon contamination. It concluded that the extractor issues were not significant, noting that the bathroom extractor had been fixed and that no further complaint had been made for approximately four years. To the extent that any issues with noisy or inefficient extractor fans in the bathroom or kitchen persisted, these would not likely be apparent to a prospective tenant nor in any event impact on rental values. The pigeon problem was acknowledged, but the Tribunal considered that it was to be expected to some extent given the Property's town-centre location, was outside the landlord's control and was already being addressed. It therefore decided that no reduction in rent was justified for the Property's condition.

25. However, the Tribunal accepted that an allowance should be made because the Property was unfurnished (apart from a wardrobe and white goods) whereas some of the comparable properties were furnished or part furnished. It is the Tribunal's experience that generally a property let furnished will let for more than the same property let unfurnished. Furnishings save prospective tenants the cost of providing furnishings at the start of a letting and removing those furnishings at tenancy termination. It assessed that allowance at £25 per month, taking account of the likely useful life of the furniture.

26. The best comparables are those in the same building as the subject Property and both parties have directed the Tribunal to comparables in Cresset Court. The Landlord has also provided details of other properties in Maidenhead but, whilst these are noted, they are given less weight than the Cresset Court comparables. Having considered the comparable lettings, particularly Flats 1, 2 and 7, and their relative sizes and amenities compared to the subject Property, the Tribunal assessed the open-market rent at £1,300 pcm on a furnished basis with an adjustment necessary for an unfurnished let.

27. Relying on its own expert, general knowledge of rental values in the area, and the information on comparables provided by the parties, the Tribunal considers that the market rental value of the subject Property would be in the order of £1,300 pcm. This is the rent we would expect the Property to let for in the open market on a furnished basis. Applying a £25 discount for the fact that it is let unfurnished, leaves a current market rent of £1,275 pcm.

Market rent **£1,275 pcm**

Undue hardship

28. 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.

29. The Tenant has asked the Tribunal to fix a later starting date in this case. It was said that Ms Dunaj had been unemployed for a considerable period following redundancy and had only recently started working again, having not yet received her first salary payment. She had previously relied on Jobseeker's Allowance and had contacted the Department for Work and Pensions to establish whether assistance was available to help meet the increased rent but had been told that no assistance could be provided. She explained that their savings disclosed in correspondence as £9,761.57 at 28 August 2026 largely represented her redundancy payment and had been used to meet living expenses during unemployment, including private healthcare costs. She disputed the landlord's suggestion that they had substantial savings, stating that approximately £3,000 remained in their account. Ms Dunaj was asked how this reconciled with the sum stated at 28 August 2026 only two months prior and stated that the letter may have been in error. She also referred to a neurological condition and disability, and the financial pressures arising from her and her partner's circumstances.

30. The Tribunal rejected the Tenants' arguments that hardship justified a reduction in the rent. It noted that the tenants had accumulated savings whilst the previous rent remaining relatively low over a number of years and considered that they had benefited from this position. It also took account of the redundancy payment and the savings available to the Tenants and was not satisfied with Ms Dunaj's evidence that these had been misstated by the DWP or spent in a little over two months. The Tribunal also noted that, whilst there was some evidence of income, there was no evidence provided of expenditure, so an assessment of affordability was not possible.

31. On the basis of the evidence provided, 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.

32. The Tribunal determines the new rent amount at £1,275 pcm with effect from 1 December 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

Decision

33. Therefore, the Tribunal determines the market rent at £1,275 per calendar month with effect from 1 December 2026.

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.