



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER (RESIDENTIAL  
PROPERTY)**

**Case reference** : **CHI/29UH/MNR/2024/0037**

**Property** : **27 Mitchell Close, Lenham, Kent, ME17  
2AE**

**Applicant/tenant** : **Mr Andrew Potter & Miss Angela Jepson**

**Representative** : **In person (written representations)**

**Respondent** : **Mr S Clark & Mrs J Humphrey**

**Representative** : **Kent Residential Sales & Lettings  
(written representations)**

**Type of application** : **Sections 13 and 14, Housing Act 1988**

**Tribunal members** : **Mr C Norman FRICS  
(Valuer Chairman)  
Mr J Reichel BSc MRCIS  
Mr M Woodrow MRICS**

**Date of Decision** : **10 April 2024**

**Date of Reasons** : **23 April 2024**

---

**REASONS**

---

## **Background**

1. On 7 February 2024 the tenant of the above property referred to the Tribunal (received 8 February) a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988 (“the Act”).
2. The landlord’s notice, which proposed a rent of £1,450 per month is dated 11 January 2024. The notice proposed a starting date for the new rent of 12 February 2024. The rent passing was stated as being £940 per month.
3. The tenancy is an assured periodic tenancy. From the tenancy agreement a copy of which was provided with the application, the assured tenancy commenced on 12 December 2012.
4. On 28 February 2024, the Tribunal issued directions to the parties. The application was set down for a determination on the papers without a hearing or inspection, unless either party requested these, which neither did. The landlord was directed to complete a Rent Appeal Statement by 13 March 2024. The tenant was directed to do likewise by 27 March 2024. Both parties made Rent Appeal Statements.
5. On 10 April 2024, the Tribunal determined the rent at £1,265 per month with effect from 12 February 2024 being the date stated on the section 13 notice.

## **Tenancy agreement**

6. The Tribunal was supplied with a copy of a tenancy agreement.

## **The Property**

7. The Tribunal has relied on the Rent Appeal Statements of the parties, Google Maps and the Energy Performance Certificate (EPC). From these sources, the Tribunal found that the property is a modern semi-detached house built circa 1990. It is of mock-Tudor style with brick faced and rendered elevations under a pitched tiled roof. The ground floor comprises living room, kitchen and WC. On the first floor are three bedrooms, bathroom/WC. The property is double glazed and has gas fired central heating. There is an external single garage. There are front and rear gardens. The property was let with floor coverings and a cooker.
8. Lenham is a picturesque village in Kent, 10 miles east of Maidstone and with good rail services to London. The property is situated at the entrance of a cul-de-sac in a good location equidistant between the station and village centre with local primary and secondary schools nearby.

## **The law**

9. The law as to the Tribunal's approach is given at section 14 of the Act which insofar as relevant is as follows:

*(1)Where, under subsection (4)(a) of section 13 above, a tenant refers to a Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy—*

*(a)which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;*

*(b)which begins at the beginning of the new period specified in the notice;*

*(c)the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates;*

*[...].*

## **The landlord's Case**

10. The landlord's case may be summarised as follows. Following agent's inspections of 5 December 2023 and 5 March 2024, the property was found to be in good and well-maintained condition, although there was some evidence of mould in the bedroom and bathroom. There was no concern about exterior condition. Kitchen fittings, which were new or nearly new at the commencement of the tenancy, were in good working order. The same applied to the bathroom.
11. Repairs were carried out following notification from the tenants and a schedule of past repairs was included. The location was near good schools and the station. Extensive photographs were included.
12. The landlord appended brief summary details of 8 properties from the internet. The rents ranged between £1,500 and £1,295 per calendar month (p.c.m.). The properties were of differing styles and ages and included houses in Bearsted, Charing, Ulcombe and Harrietsham. A search carried out on 6 March 2024 on Zoopla, indicated that the average rent for a 3 bedroomed house in the ME17 postcode area was £1,417 per calendar month.

## **The Tenant's Case**

13. The tenant's case may be summarised as follows. The tenants challenged certain repairs said to have been carried out by the landlord. These were redecoration in 2012 and the installation of additional garden lighting. In addition, the tenants maintained that a bird had

accessed the roof void and boxwork in the bathroom, which was denied by the landlord.

14. In terms of condition, there was mould and damp to the bedrooms and bathroom arising from the previous fenestration, which included rotten window frames. Both bathroom and kitchen fittings appear to be original. The bathroom finish is poor with damaged laminate flooring. In the hallways and bedrooms there was minor disrepair and worn carpeting. There was some blistering on the inside faces of external walls. Externally the rendered finishes were in poor condition.
15. In the kitchen, the units were very tired, and there was a hole in the ceiling (following removal of a light fitting) and parts of the laminate floor were damaged. A cooker and gas hob only were provided.
16. The tenants acknowledged that the windows were replaced with uPVC double glazed units in December 2023.
17. The tenants relied on 5 comparables, obtained from the internet via Zoopla and Rightmove. A three-bedroom semi-detached house in Crossways, Sittingbourne was available for £1,450 p.c.m. There was a garage. This appeared to be a 1960s property. A semi-detached property in Charing was available for £1,500 p.c.m. This included a garage. This appeared to date from the 1950s. A 3-bedroom link detached house in Merlin Close, Sittingbourne was available at £1,500 p.c.m. This appeared to date from the 1960s. A 3-bedroom semi-detached house in Rushford Close, Headcorn, Ashford was available at £1,450 p.c.m. This appeared to date from the 1960s and included a garage. A 3-bed semi-detached house was available in Huntsford, Ashford was available at £850 p.c.m.

## **Findings**

18. The subject property is a modern and attractive house in Lenham which is an upmarket village with good transport links. Therefore, the Tribunal does not consider that those properties outside of Lenham or nearby Harrietsham are likely to be reliable comparables. As to the landlords comparables, it finds that East Street, Harrietsham which is a 3-bedroom house without garage with an asking rent of £1,500 is a good comparable. It also places weight on the 3-bedroom terraced house in Lenham High Street where the asking rent was £1,500 p.c.m. It places less weight on Honeywood Road, Lenham being an end of terrace house, older and less attractive than the subject property. The terraced house in West Street, Harrietsham (asking rent £1,350 p.c.m) dates from the 1960s without a garage and is less comparable. The same description applies to the end of terrace house in Douglas Road, Lenham. Properties in Bearsted, Charing and Ulcombe are in significantly different locations.

19. As to the tenants comparables there were all in different locations including Crossways, Sittingbourne (7 miles distant) and Headcorn and Huntswood, Ashford (10 miles distant). Further, with the possible exception of Huntswood they were all older properties. The Tribunal rejects Huntswood in any event as the asking rent of £850 appears to be a very low outlier.
20. Taking all these factors into account, the Tribunal finds that had the property been in very good condition, the market rent would have been £1,500 per month. However, the Tribunal accepts many of the tenant's submissions that the bathroom and kitchen are tired, with some mould, and that there is some wear and tear in other parts of the property. In addition, the Tribunal notes that the exterior paintwork to the rendering requires redecoration.
21. In most assured shorthold tenancies, the landlord is liable for internal repairs. If that were so, the Tribunal would have made an allowance for interior disrepair at 10% of the rent. It would also have allowed 5% for the exterior disrepair for which the landlord is responsible.
22. However, clause 9.1 of the tenancy agreement states:
- “The Tenant shall keep the Property (including any doors, windows and skylights) clean, tidy and in good repair and condition.” (emphasis added).
23. This has to be read alongside clause 11.5 which states:
- “11.5 In accordance with section 11 of the LTA 1985 the Landlord shall:
- (a) keep in repair the structure and exterior of the Property (including drains, gutters and external pipes);
- (b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
- (c) keep in repair and proper working order the installations in the Property for space heating and heating water.”
24. Therefore, the Tribunal considers that internal disrepair and poor condition falling outside the landlord's liability under section 11 are the responsibility of the tenant.
25. Accordingly, for the purpose of assessing market rent under the Act, the Tribunal must assume that the interior (other than section 11 items) is in good repair and condition. Therefore, the rent would be depressed to reflect this tenant's liability. For this reason, the Tribunal considers that in respect of interior repairing liability and maintaining good

condition, a 10% allowance should be made. As to the exterior, this is a landlord's liability, and the Tribunal assesses the disrepair as requiring a 5% adjustment in rental value. The net result is that a 15% adjustment to rent is required, or £225 per calendar month. This therefore left an adjusted rent in accordance with section 14 of the Act of £1,275 per calendar month. The Tribunal then made an allowance of £10 per calendar month to reflect curtains not being included.

26. The Tribunal therefore found that the market rent in accordance with the Act is £1,265 per month, effective from the 12 February 2024, being the start date on the section 13 notice.

Mr Charles Norman FRICS

23 April 2024

### **ANNEX - RIGHTS OF APPEAL**

- The Tribunal is required to set out rights of appeal against its decisions by virtue of the rule 36 (2)(c) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and these are set out below.
- If a party wishes to appeal against this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
- The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
- If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
- The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.