



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

**Case Reference** : **CAM/00KF/MNR/2024/0130**

**Property** : **87a Broadway, Leigh-on-Sea, Essex SS9 1PE**

**Applicants (Tenants)** : **Goran Krgo, Maria Krgo & Tara Krgo**

**Respondent (Landlord):  
Representative  
(Landlord's Agent)** : **Co-ordinated Properties Limited  
HVG Sorrell Ltd t/a Sorrell**

**Type of Application** : **Determination of a market rent under  
Section 13 of the Housing Act 1988**

**Tribunal Members** : **Judge JR Morris  
Miss M Krisko BSc (Est Man), BA, FRICS**

**Date of Decision** : **21<sup>st</sup> October 2024**

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**DECISION**

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**DECISION**

1. The Tribunal determined a market rent for the Property of £1,040.00 per calendar month to take effect from 18<sup>th</sup> July 2024.

**REASONS**

**THE PROPERTY**

2. The Tribunal did not inspect the Property and the following description is compiled from the written submission of the parties, photographs, and the internet.

The Property is a maisonette, having its own entrance, which is part of the building known 87/87a Broadway (the Building) and was constructed circa 1900. It forms one of a pair of buildings within the northern parade on the Broadway which is in a conservation area. It is of brick construction with stone and rendered dressings with steep pitched slate covered roofs and half timbering to the ornate facade. The upper windows and entrance door to the rear are upvc double glazed. The upper windows to the front are timber double glazed in accordance with the conservation area requirements. The Property numbered 87a occupies the first and second floors of the Building above the retail unit below, which is numbered 87 Broadway. Access to

the Property is from the rear of the Building by an access, shared with other units within this part of the parade, running to Leigh Hall Road. The access has security lighting. There is a rear yard which is fenced and gated with combination access lock and provides shared access to the Property, the rear of the shop and a storage building.

### Accommodation

A plan of the Property was provided with the area edged red showing the demise. On the ground floor the Property comprises an entrance lobby leading to the hallway and stairs to the first floor. On the first floor there is a landing with stairs to the second floor. Off the first-floor landing there is a living room with window overlooking the Broadway (4.80m x 4.50m; 21.60 m<sup>2</sup>), a single bedroom with windows overlooking the Broadway (2.20m x 3.50m; 7.70 m<sup>2</sup>), a double bedroom (5.30m x 3.60m; 19.08m<sup>2</sup>), a w.c., and a dining Room (3.50m x 3.50m; 12.25 m<sup>2</sup>) with open kitchenette (2.50 x 2.50m; 6.25m<sup>2</sup>). Off the dining room next to the kitchenette is a bathroom (1.50m x 2.20m; 3.60m<sup>2</sup>). From the landing there was a door to the roof of the commercial premises on the ground floor but this has now been bricked up for safety reasons. On the second floor there is a landing and storage area, to which the Tenants no longer have access, and a double bedroom. The double bedroom (4.60m x 3.40m; 18.28m<sup>2</sup>) has an alcove (2.20m x 1.20m; 197m<sup>2</sup>) formed by the dormer window.

### Services

Space and water heating is by a gas fired central heating system. The Property has mains electricity, gas, water, and drainage.

### Furnishing

The Property is let unfurnished. Floorcoverings are provided by the landlord. The rooms are carpeted except for the kitchen and bathroom which are laid with lino. There is an integrated oven and hob. Other white goods are provided by the Tenant.

### Location

The Property is situated on a main road near retail outlets, bars, and restaurants. The area is surrounded by predominantly residential properties. It is close to the main line railway stations to London.

## **THE TENANCY**

3. The Tenancy commenced as a contractual monthly periodic Assured Shorthold Tenancy on 18<sup>th</sup> April 2020 for a period of 12 months and thereafter month by month at a rent of £900.00 per calendar month exclusive of utilities and Council Tax. The Landlord's Agent stated that the rent had been reviewed on 18<sup>th</sup> October 2021 and increased to £925.00 per calendar month and on 18<sup>th</sup> December 2022 when it was increased to £975.00 per calendar month.
4. Section 11 of the Landlord and Tenant Act 1985 applies in respect of the Landlord's repairing obligations.

## **THE REFERRAL**

5. By a notice in the prescribed form dated 12<sup>th</sup> June 2024 the Landlord proposed a new rent of £1,300.00 per calendar month from 18<sup>th</sup> July 2024.

6. On 9<sup>th</sup> July 2024 the Tenant referred the notice proposing a new rent to the Tribunal. Directions were issued on 14<sup>th</sup> August 2024 informing the parties that the Tribunal did not intend to hold an oral hearing unless a request was made by 11<sup>th</sup> September 2024. Neither party made a request for a hearing. The Parties completed the Reply Form attached to the Directions.

## **THE LAW**

7. The relevant law is in section 14 of the Housing Act 1988 which is set out at Appendix 2.

## **REPRESENTATIONS**

8. The Tenant made representations on the Application Form and the Landlord's Agent provided a report. The Tenant's responded to the Report to which the Landlord's Agent made a reply. These representations are summarised below and commented upon in the Tribunal's Determination.

### *Tenants' Representations*

9. The Tenants stated that on the Application Form that they had made several improvements to the Property as follows:
1. Cleaned the flat and carpets at commencement of the tenancy;
  2. Installed carbon monoxide alarm;
  3. Disposed of previous tenant's furniture;
  4. Disposed of rubbish left in the courtyard;
  5. Replaced missing shelves from the cupboards in the kitchen and bedroom wardrobes;
  6. Paid for work to replace the lights in the courtyard;
  7. Replaced missing glass above the kitchen/diner door;
  8. & 9. Cleaned flat every day during the 2 moths of building works under the Improvement Notice and on their completion;
  10. Cleaned flat and carpets following numerous rainwater leaks;
  11. Paid for the repairs to broken floor in the kitchen.
- It was said that the tasks and works were carried out because the Landlord refused to do them.

10. The Tenants made the following further representations.

11. The Tenants referred to the following matters:
- Two cases between themselves and the Agent which related in part to the condition of the Property in 2022 and 2023, which were determined by the Property Ombudsman (copy provided).
  - An Improvement Notice issued by Southend on Sea Borough Council in March 2023 (copy provided).
  - Matters that appeared on the internet regarding the Agent itself.
- These are dealt with in the Determination.

12. The Tenants said that "Leigh on Sea is a relatively nice place to live" but not the "best place in Essex."

13. With reference to the condition of the exterior of the Property and the Building the

Tenants said:

- a) The upper timber windows at the front had been faulty from the day they moved in 4 years ago until they were repaired as part of the Improvement Notice Works.
- b) The charity shop front is dilapidated and does not add to an ornate and attractive appearance. Homeless people often sleep in the charity shop doorway, and charity donations are left there when the shop is closed.
- c) The access to the property is unkempt, dark and unsafe. Numerous wheelie bins containing rubbish are kept in this access and the bordering brick wall is falling apart. The wooden fence in the courtyard is also damaged and unsafe.
- d) The building at the back, referred to by the Agent as a “storage building,” is rented by a rock band who use the building for practice as well as music lessons. Their students arrive throughout the day, leaving the combination lock gate wide open.

Photographs were provided.

14. With reference to the condition of the interior of the Property the Tenants said:
  - a) There is no dining room. It is a space to enter the kitchen and the bathroom which are next to each other.
  - b) The bathroom does not have adequate ventilation or heating.
  - c) The kitchen was fitted with extraction fan in April 2024.
  - d) The door to the storage area has been padlocked to prevent the Tenants using it.
  - e) The access to the flat’s terrace which is the roof over the commercial premises below has been bricked up.
  - f) The living room walls, box room (third bedroom) and kitchen are damaged by water penetration

Photographs were provided.

15. The Tenants said that Tara Krgo has not lived at the property since September 2020.
16. The original rent was supposed to be £925. However, because the flat had not been cleaned and the previous tenant’s belongings removed, the rent was reduced to £900 per calendar month.
17. The Tenants submitted that the rental values are driven by a national phenomenon of mortgage costs and not that Leigh on Sea is a ‘very sought after area’. They provided screenshots from the Rightmove website with a radius of half a mile from Leigh Broadway which included a 3-bedroom flat and a 2-bedroom flat both advertised for £1,300.00 per calendar month which they said were, unlike the Property, modern and in pristine condition internally with a modern and functional layout. The 3-bedroom flat had a garage and the 2-bedroom flat was in a gated community with a parking space.
18. Three other properties were identified all of which were 2-bedroom flats. One was a ground floor flat advertised at £1,000 per calendar month. The other two were over commercial premises and were advertised at a rent of £1,095.00 and £1,050.00 per calendar month respectively.

*Landlord’s Agent’s Representations*

19. The Landlord’s Agent said:

- The matters referred to regarding the Property Ombudsman had been determined and were not relevant to the current market rent.
  - The matters regarding the Improvement Notice had been satisfied and the Improvement Notice had been revoked on 27<sup>th</sup> June 2024 (copy provided).
20. With reference to the condition of the exterior of the Property and the Building the Tenants said:
- a) The windows had been repaired and were no longer an issue.
  - b) It was refuted that the charity shop front was dilapidated. Homelessness is an endemic problem on all High Street locations and all charity shops experience out of hours donations being left and Leigh on Sea is no exception. As the shop front is within a Conservation Area it cannot be altered to prevent this.
  - c) The access to the rear of the property is communal and serves both the Property and adjacent shops and flats. There are lights within the rear yard of the Building and in the access.
  - d) The brick boundary wall belongs to the adjacent property which is not in the Landlord's ownership.
  - e) The rear storage building has been occupied by Mr Davis since 2019 recently in March renewing his Lease.
21. With reference to the condition of the interior of the Property the Agent said:
- a) The property has a dining room directly next to the kitchen as shown on the plan provided.
  - b) The bathroom is adequately ventilated with top hung and side opening casement upvc windows (photograph provided).
  - c) The kitchen extraction unit was replaced with a new unit.
  - d) The small eaves cupboard to the rear of the second-floor bedroom provided very limited space due to the roof construction and was fully insulated to satisfy the requirements of the Improvement Notice thus rendering it no longer usable. This area is *de minimus*. There is more than sufficient space for storage and bedroom furniture within the second-floor bedroom and the adjacent landing. The bedroom also has built-in wardrobes.
  - e) The property was never advertised with a "terrace" and nor was one included within the demise. This area forms the flat roof of the ground floor shop and falls within the ground floor shops demise as shown in the marketing particulars.
22. Tara Krgo is a Tenant under the terms of the Assured Shorthold Tenancy dated 18<sup>th</sup> April 2020. At no point has the Landlord granted consent or agreed for removal of her from the Tenancy. This is not relevant to the determination of market rental value.
23. The Tenants have benefitted from cleaning the flat and clearing the previous tenant's effects by a lower rent.
24. The Landlord's Agent stated that Leigh on Sea a popular and favoured location with above average freehold and rental prices.
25. He provided some details of recent lettings as follows:
- 117 Broadway, Leigh on Sea is a 2-bedroom maisonette with kitchen, lounge, and bathroom with off street car parking for one vehicle. It is close to the

Property and let in August 2024 at £1,400 per calendar month by Bear Estate Agents.

- 223a Leigh Road, Leigh on Sea is a 2-bedroom maisonette with 2 bathrooms, kitchen, breakfast room, lounge, and garden. Close to the Property and let in July 2024 at £1,500 per calendar month by Winkworth Estate Agents.
- 87 Pall Mall Leigh on Sea is a 2-bedroom maisonette with kitchen/diner, lounge, and bathroom. Not as favoured location as Broadway and let in July 2024 at £1,250 per calendar month by Castle Estate Agents.
- Union Congregational Church Pall Mall Leigh on Sea is a 2-bedroom flat with kitchen/lounge, bathroom, and off-street parking. Not as favoured location as Broadway and let in June 2024 at £1300 per calendar month by Ashleigh Stone Estate Agents.

26. The Agent submitted that market rental value is calculated and derived from assessing market conditions and comparable rental transactions that have taken place in close proximity to the Property. When considering the size and layout of the subject property along with the very desirable location in the heart of the Broadway Leigh on Sea and strong market demand, while also considering the comparable rental transactions, he was of the opinion that the market rental for the Property is £1,300 per calendar month

## **DETERMINATION**

27. The Tribunal assesses the rent with reference to the condition of the Property as at the date of its Determination not as it might have been in the past unless that subsists. The Tribunal determines a market rent for a property by reference to rental values generally and to the rental values for comparable properties in the locality, in particular. The Tribunal does not consider the present rent or the period for which that rent has been charged, nor does it consider the percentage increase which the proposed rent represents to the existing rent.
28. The Tribunal only has jurisdiction to determine the rent. The Tribunal cannot consider the personal circumstances of either a tenant or landlord. Therefore, the Tribunal cannot consider either the affordability of the rent for a particular tenant nor whether the rent reflects a rise in interest rates and its effect on an individual landlord's mortgage repayments.
29. The Tribunal assesses a rent based upon the condition of the Property at the time of the determination. It cannot consider the period for which a property might have been in disrepair prior to work being carried out by the Landlord. Equally it cannot consider work that is said to be intended or scheduled to take place in the future.
30. The Tribunal considered the Tenant's representations made on the application form and found that the cost of the cleaning and disposal of waste referred to in items 1., 3., 4., and 5. was reflected in the reduced initial rent. The installation of the alarm and replacement of glass which are items 2. and 7. were redone by the Landlord as part of the Improvement Notice works. The cleaning following the Improvement Notice works, items 8., 9., and 10., would have been part of making good by the landlord but the Tenants understandably chose to do this daily. Items 6, replacing the courtyard light and 7. repairing the kitchen floor would be a tenant's

improvement although no details as to the extent of the work or its cost is given but some account is given in the overall figure determined by the Tribunal.

31. In considering the Tenants representations. The Tribunal found:
  - The matters referred to regarding the Property Ombudsman had been determined and were largely historic. If issues in relation to the condition were still subsisting then the Tenants should have raised them in their representations.
  - The works required by the Improvement Notice had been carried out in that the Improvement Notice had been revoked on 27<sup>th</sup> June 2024.
  - The personal matters regarding the Agent were not relevant to the determination of a market rent.
  
32. The Tribunal considered the representations regarding the external part of the Property and Building and made findings as follows:
  - a) The Improvement Notice referred to the timber windows in the front of the Property needing weather proofing. As the Improvement Notice had been revoked it was found that this had been done.
  - b) The charity shop on the ground floor of the building did not appear to be dilapidated from the photographs. The Tribunal found that the problems experienced of homeless persons sleeping in shop doorways and items being left outside charity shops were common to residential properties located over commercial premises and the Tribunal took this into account in determining a rent.
  - c) The Tribunal accepted that the access was lit at night but found that the shared access could be congested with bins and took this into account in determining a rent.
  - d) The Tribunal found that the brick boundary wall belongs to the adjacent property which is not in the Landlord's ownership.
  - e) It was not clear from the Tenants' representations whether the use of the rear store caused a nuisance to them other than a concern as to the security of the gate being left open. The Tribunal found that the shared access to the courtyard could cause inconvenience to the Property and took this into account in determining a rent.
  
33. The Tribunal considered the representations regarding interior of the Property and found as follows:
  - a) The Property has a dining area directly next to the kitchenette as shown on the plan provided. Together they may be described as a kitchen/diner.
  - b) The bathroom is ventilated with top hung and side opening casement upvc windows.
  - c) The kitchen has an extraction unit.
  - d) The small eaves cupboard to the rear of the second-floor bedroom is no longer available to the Tenants following the work required by the Improvement Notice but this has a negligible effect on the rent.
  - e) The flat roof of the ground floor shop was not included in the Property demise, access was bricked up for safety reasons as part of the work required by the Improvement Notice as there was evidence of it being used for socialising.
  - f) The water penetration was dealt with as part of the Improvement Notice works although the Landlord should have made good and the Tribunal took this into account in determining a rent.

34. Whether or not Tara Krgo resides at the Property not relevant to the determination of market rental value. Tara Krgo has been included as a party to this Decision as her name is on the Tenancy.
35. The Tribunal noted the properties which the Landlord's Agent and the Tenants submitted as being comparable to the Property.
36. The Tribunal found that the 3-bedroom flat and a 2-bedroom flat both advertised at a rent of £1,300.00 per calendar month and the ground floor flat advertised at a rent of £1,000.00 per calendar month referred to by the Tenants were different types of property and therefore not comparable to the Property. The other two properties referred to at a rent of £1,095.00 and £1,050.00 per calendar month were over commercial premises but from the limited information provided these appeared to be smaller than the Property. Nevertheless, they gave a good guide as to the rental range for flats over shops.
37. The Tribunal found that the Union Congregational Church advertised at a rent of £1,300.00 referred to by the Landlord's Agent although in a commercial location was not sufficiently alike to be a good comparable.
38. The other three properties referred to were similar, all being over commercial premises and with accommodation on two floors but with two bedrooms. The difference in location between the Property and properties is marginal. They all appear to be in good condition with modern kitchen and bathroom.
  - 117 Broadway advertised at £1,400.00 per calendar month was on the same road as the Property. All the rooms are large and are in a better layout than the Property and it is said to have been recently refurbished. It has the particular benefit of off-street parking.
  - 223a Leigh Road advertised at £1,500.00 per calendar month also has good sized rooms and appear to have a better layout than the Property. It has the benefit of two bathrooms and a garden and white goods are provided.
  - 87 Pall Mall said to be let on 13<sup>th</sup> August 2024 at £1,250.00. This also has large rooms and better layout than the Property. The flat appears to be particularly well appointed and has the benefit of a balcony.
39. The Tribunal considered the properties submitted by the parties as comparable and added to this the knowledge and experience of its members. The Tribunal found that achieved rental values in Leigh on Sea for flats over commercial premises were in the region of £950.00 to £1,300.00 per calendar month. There were some exceptions where properties with additional features of an ensuite bathroom, garden, or parking, like 117 Broadway and 223a Leigh Road, had a higher price, at least so far as the asking rent was concerned.
40. The Tribunal found that the Property differed from 11 Broadway, 223a Leigh Road and 87 Pall Mall in that it had no additional features. Notwithstanding that it had three bedrooms, the third bedroom was small, the Property had a poor layout with the bathroom off the kitchen/diner and the kitchen was more akin to a kitchenette in size. The works required by the Improvement Notice had remedied the structural issues of damp, draughts, and insulation but the Landlord has not made good in the aftermath of the work. The properties that achieve a rent in the region of £1,300.00 per calendar month are newly decorated with refurbished bathrooms with a shower and kitchens with white goods. The Property has the inconvenience of a shared access which can be congested with bins and a yard for which there are security concerns when the gate to it is not shut. The leaving of items outside the shop is specific to its business which the Tribunal considered. The Tribunal made a deduction to take account of these matters of £260.00 (20%)



41. The Tribunal determined a market rent for the Property of **£1,040.00 per calendar month to take effect from 18<sup>th</sup> July 2024.**

**Judge JR Morris**

## **APPENDIX 1 - RIGHTS OF APPEAL**

1. If a party wishes to appeal the 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.
2. 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.
3. 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.
4. 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.

## **APPENDIX 2 – THE LAW**

### **Section 14 of Housing Act 1988**

#### **Determination of rent by tribunal.**

- (1) Where, under subsection (4)(a) of section 13 above, a tenant refers to the appropriate tribunal a notice under subsection (2) of that section, the appropriate tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the appropriate 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; and
  - (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.
- (2) In making a determination under this section, there shall be disregarded—
  - (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;
  - (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement—
    - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
    - (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and

- (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.
- (3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates or the following conditions are satisfied, namely—
- (a) that it was carried out not more than twenty-one years before the date of service of the notice; and
  - (b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and
  - (c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.
- (3A) In making a determination under this section in any case where under Part I of the Local Government Finance Act 1992 the landlord or a superior landlord is liable to pay council tax in respect of a hereditament (“the relevant hereditament”) of which the dwelling-house forms part, the appropriate tribunal shall have regard to the amount of council tax which, as at the date on which the notice under section 13(2) above was served, was set by the billing authority—
- (a) for the financial year in which that notice was served, and
  - (b) for the category of dwellings within which the relevant hereditament fell on that date,
- but any discount or other reduction affecting the amount of council tax payable shall be disregarded.
- (3B) In subsection (3A) above—
- (a) “hereditament” means a dwelling within the meaning of Part I of the Local Government Finance Act 1992,
  - (b) “billing authority” has the same meaning as in that Part of that Act, and
  - (c) “category of dwellings” has the same meaning as in section 30(1) and (2) of that Act.
- (4) In this section “rent” does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture, in respect of council tax or for any of the matters referred to in subsection (1)(a) of that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements.
- (5) Where any rates in respect of the dwelling-house concerned are borne by the landlord or a superior landlord, the appropriate tribunal shall make their determination under this section as if the rates were not so borne.
- (6) In any case where—
- (a) the appropriate tribunal have before them at the same time the reference of a notice under section 6(2) above relating to a tenancy (in this subsection referred to as “the section 6 reference”) and the reference of a notice under section 13(2) above relating to the same tenancy (in this subsection referred to as “the section 13 reference”), and
  - (b) the date specified in the notice under section 6(2) above is not later than the first day of the new period specified in the notice under section 13(2) above, and
  - (c) the appropriate tribunal propose to hear the two references together,
- the appropriate tribunal shall make a determination in relation to the section 6 reference before making their determination in relation to the section 13 reference

and, accordingly, in such a case the reference in subsection(1)(c) above to the terms of the tenancy to which the notice relates shall be construed as a reference to those terms as varied by virtue of the determination made in relation to the section 6 reference.

- (7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal (subject, in a case where subsection (5) above applies, to the addition of the appropriate amount in respect of rates) shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.
- (8) Nothing in this section requires the appropriate tribunal to continue with their determination of a rent for a dwelling-house if the landlord and tenant give notice in writing that they no longer require such a determination or if the tenancy has come to an end.
- (9) This section shall apply in relation to an assured shorthold tenancy as if in subsection (1) the reference to an assured tenancy were a reference to an assured shorthold tenancy.

## Notice of the Tribunal Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)

Housing Act 1988 Section 14

### Address of Premises

87a Broadway,  
Leight on Sea,  
Essex,  
SS9 1PE

### The Tribunal members were

Judge JR Morris  
Miss M Krisko BSc (Est Man) BA FRICS

### Landlord

Co-ordinated Properties Ltd

### Address

The Pavilion, Gillams Wood, Gillams Lane, Haslemere,  
Surrey GU27 3ND  
C/o HVG Sorrell Ltd t/a Sorrel  
40 Clarence Street, Southend on Sea SS1 1BD

### Tenant

Goran Krgo, Maria Krgo, Tara Krgo

1. The rent is: £

1,040.00

Per

Calendar  
Month

(excluding water rates and council tax but including any amounts in paras 3)

2. The date the decision takes effect is:

18<sup>th</sup> July 2024

\*3. The amount included for services is/is negligible/not applicable

N/A

Per

N/A

\*4. Service charges are variable and are not included

5. Date assured tenancy commenced

18<sup>th</sup> April 2020

6. Length of the term or rental period

Monthly

7. Allocation of liability for repairs

S11 Landlord and Tenant Act 1985

8. Furniture provided by landlord or superior landlord

None

9. Description of premises

A duplex maisonette comprising living room, kitchen/diner, a bathroom with w.c., a separate w.c. and three bedrooms.

Judge

J R Morris

Date of Decision

21<sup>st</sup> October  
2024