



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

**Case Reference** : **HAV/43UC/MNR/2025/0642**

**Property** : **29 Lower Court Road  
Epsom  
Surrey  
KT19 8SW**

**Applicant Tenants** : **Mr L Richards & Ms K M Valtersson**

**Representative** : **None**

**Respondent Landlord** : **Mr R Williams**

**Representative** : **None**

**Type of Application** : **Determination of a Market Rent -  
sections 13 & 14 of the Housing Act 1988**

**Tribunal Members** : **Mr J G G Wilson MRICS  
Mr N I Robinson FRICS  
Judge I M Arrow**

**Date of Application** : **13 March 2025**

**Date of Decision** : **19 May 2025**

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**DECISION**

**On 19 May 2025 the Tribunal determined a market rent of £1,675 (One Thousand Six Hundred and Seventy-Five Pounds) per Calendar Month to take effect from 8 May 2025.**

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## **REASONS**

### **Background**

1. By way of an application received by the Tribunal on 13 March 2025 (dated the same day), the Applicants ("the tenants") of 29 Lower Court Road, Epsom, Surrey, KT19 8SW (hereinafter referred to as "the property") referred a Notice of Increase in Rent ("the Notice") by the Respondent ("the landlord") of the property under Section 13(2) of the Housing Act 1988 ("the Act") to the Tribunal.
2. The Notice, dated 13 March 2025, proposed a new rent of £1,700 per month in lieu of a passing rent of £1,375 per month, to take effect from 8 May 2025.
3. The tenants have occupied the property under an assured tenancy from its term start date of 8 August 2020.
4. The Tribunal issued Directions dated 1 April 2025 advising the parties that it considered the matter suitable for determination on the papers unless either party objected, in writing, within seven days. The parties were also advised that, whereas no inspection would be undertaken, the Tribunal would seek to view the property on the internet. Paragraphs 5 and 6 of the Directions respectively.
5. The Rent Appeal Statement includes for provision of photographs to assist the Tribunal to understand the case and to help the party to present the issues.
6. The Directions required the landlord and the tenants to submit their completed Rent Appeal Statements ("Statement") to the Tribunal by 15 April 2025 and 29 April 2025 respectively, with copies to be sent to the other party. Both the landlord and the tenants submitted a Statement. Both Statements were given in accordance with the timings in the Directions. Within their Statements, the parties included both a selection of photographs and a floor plan of the property.
7. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 19 May 2025 based on the tenants' application under section 13(4) of the Housing Act 1988, the parties' Statements and of its own expert, general knowledge of rental values in the area.
8. The Tribunal has read the papers and the parties' submissions in full. In this decision the Tribunal does not discuss each point given but limits it to those relevant to the determination of the market rent in accordance with the legislation.

### **The Property**

9. From the information provided in the papers and Google Street View, 29 Lower Court Road is a semi-detached house on ground and first floors. The property is of traditional brick construction with a pitched tiled roof.
10. Lower Court Road lies in a northwest/south easterly direction off the B284 Hook Road. It is to the north of Epsom town centre and to the south of Horton. Epsom railway station is to the south.

11. From the description of the property and the floor plan provided in the landlord's Statement, the accommodation comprises and is arranged as follows: ground floor – reception room, dining room, kitchen and bathroom/WC, first floor – three bedrooms. Outside: front – off-street parking with a crossover and rear – a garden.
12. From the description of the property and floor plan provided in the tenants' Statement, the accommodation as given by the landlord is confirmed. The tenants describe the outside as front – gravel drive with crossover and rear – gate to concrete yard. Whereas both parties have provided room measurements of the property, which broadly concur, neither has provided a gross internal area.

### **The Tenancy Agreement**

13. The tenancy agreement is for an initial term of one year (12 months) from 8 August 2020 to 7 August 2021. The rent is £1,375 per month, payable monthly in advance.
14. At the expiration of the fixed term, the tenancy has continued as a statutory periodic tenancy in accordance with the Housing Act 1988 (as amended). The tenants are required to give one months' notice to terminate the tenancy.
15. The tenants covenant, inter alia, to pay the rent, to pay for all services to the Property, to use and look after the Property in a proper and tenant-like manner, the tenant will not be responsible for fair wear and tear to the Property (that is to say deterioration caused by reasonable conduct of the Tenant during the tenancy), to hand back to the Landlord at the end of the tenancy...(fair wear and tear excepted), the tenant can redecorate at the tenant's own expense subject to formal written consent, Garden – in effect, the tenants are responsible for the upkeep of the garden, to include the grass, shrubs and grounds, not to leave the property unoccupied for more than two weeks without notifying the landlord.
16. Similarly, the landlord covenants, inter alia, to provide for quiet enjoyment, to keep the property in repair and proper working order.
17. Whereas the tenancy agreement, in effect, provides for its continuation as a periodic tenancy, there is no rent review clause.

### **Submissions**

18. Mr Williams submitted his Statement on 6 April 2025 and copied the same to the tenants the same day.
19. In paragraph 11 is the outline description and accommodation provided by Mr Williams of the property. Mr Williams has also provided photographs taken on 7 August 2020, the day before the tenancy commenced. The photographs are both external and internal.
20. Under 'Features', Mr Williams says Central Heating, Carpets & Curtains and the White Goods have been provided by the landlord. There is partial Double Glazing, although Mr Williams does not say who it has been provided by.

21. In addition, under 'Improvements' Mr Williams gives details of a new washing machine (December 2022), shower/boiler renewals (May 2023) and a new boiler (July 2024), all having been carried out during the tenancy.
22. Under 'Condition of the property...Disrepairs/Defects...', Mr Williams outlines the general condition of the property at the time of letting and the dates at which various items were replaced. Mr Williams goes on to confirm the bathroom was refurbished in 2014 and the White Goods in the kitchen were replaced in 2014 (hob and cooker hood), 2019 (refrigerator/freezer) and 2022 (washing machine), albeit it is unknown when the cooker was installed.
23. Under 'Any Other Comments', Mr Williams confirms the proximity of Epsom main line station and the nearby schools.
24. Under 'Your assessment of the rental value of the property', Mr Williams says he believes the "market value in the current condition is between £2100 to £2200pcm" [sic]. The Tribunal understands Mr Williams to mean the market rent of the property.
25. Mr Williams refers the Tribunal to five comparable lettings properties, for which he has provided the lettings' particulars. Each of the properties are semi-detached houses in proximity to the subject property and are listed as 'Let Agreed'. Three are three-bedroom houses with rental values given in the range of £2,275 per calendar month to £2,500 per calendar month. The two, two-bedroom houses have rental values of £2,100 per calendar month and £1,875 per calendar month. From the lettings' particulars each of the properties is in good condition with modern kitchen and bathroom equipment.
26. Finally, Mr Williams has provided the Tribunal with an EPC on which he says "...the size of 29 lower court road is 79sqm and EPC rating is D as per the EPC [sic]." The EPC provided and to which Mr Williams refers is not for the subject property, but a house in Hamilton Close, Epsom, KT19.
27. Mr Richards's Statement was given on 28 April 2025 and was copied to the landlord the same day.
28. Mr Richards's description of the property and the floor plan provided corresponds with those given by Mr Williams. Mr Richards also provides a selection of photographs, both internal and external, which he says were taken on 26 and 27 April 2025.
29. Whereas the balance of the Features of the property described by Mr Williams in his Statement are confirmed by Mr Richards in his; Mr Richards says the Carpets & Curtains have been provided by the tenant and adds 'partial'. Furthermore, Mr Richards says there is no private garden. Accordingly, there are discrepancies between the parties' descriptions of the property and its Features.
30. Under 'Improvements' Mr Richards lists various improvements and repairs carried by both the landlord and the tenant. Under the heading 'improvements/repairs', the landlord has: unblocked a sewer, replaced the washing machine, attempted boiler fixes, replaced old taps, fitted a new boiler and replaced water pipes. The Tribunal determines these works are not improvements

but constitute works of on-going repairs and maintenance of the property for which the landlord is responsible in any event.

31. Similarly under the heading ‘improvements’, the tenant has: patched a hole in the roof, replaced a lavatory seat, furnished the property, fitted new curtains – ongoing, provided new floor coverings in the reception room, continues to maintain the garden (front and rear), installed fibre broadband, installed smart meters, installed a draft excluding curtain, installed a doorbell, removed an Ant infestation and repaired the gate to the rear garden (yard). The Tribunal determines these items fall into various categories, typically: (1) to patch a hole in the roof is a landlord’s repairing obligation, (2) the property is let ‘unfurnished’; (3) planting of flowers etc. – the tenants are obliged to maintain the gardens (yard); and (4) to install fibre broadband – constitutes a tenant’s improvement.
32. Under ‘Condition of the property...’ Mr Richards lists ‘Disrepairs/Defects’ itemised for both front and rear exteriors and each room on both the ground and first floors. Mr Richards’s evidence for the same is provided in the photographs taken on 26 and 27 April 2025. The items include the following: exterior front – superfluous wiring...Guttering in need of maintenance, unreliable wiring, patchy floor quality, kitchen units are old and not neatly installed, bathroom – fixtures need modernisation, bedroom 3 – crack over the door, low standard of electrical installation, and exterior rear – damage to gate and fencing all the way around.
33. Under ‘Any Other Comments’ Mr Richards adds “...the proximity to a busy public footpath to the rear has caused some issues.”
34. Under ‘Your assessment of the rental value of the property’, Mr Richards agrees that a rent increase is in order, to a sum lower than the landlord’s proposal of £1,700 per calendar month.
35. Mr Richards then goes on to refer to an email sent to his landlord (page 41 of the papers) just after receipt of the landlord’s Notice where he says, “...I think a reasonable increase...would be an increase of roughly 12.5% to £1550 per month. With the installation of a new bathroom and kitchen I think £1600 per month would be a reasonable monthly fee.” Mr Richards concludes by saying he stands by that appraisal.
36. Thereafter Mr Richards gives critiques on the five comparable lettings’ properties provided by the landlord. Mr Richards says, “...the implied rent pcm is not necessarily the agreed rent...”. In his analyses, Mr Richards examines the descriptions and features of each comparable property to highlight any differences with the subject property. Typically, his analyses include the following: (1) 3bed semi, Hamilton Close – fully modernised bathroom and kitchen, (2) 3bed semi, Upper Court Road – bathroom/WC upstairs and Shower room/WC downstairs, (3) 2bed semi, Horton Hill – short term rent of just 6 months and is only a two bed so it is not a good comparison, (4) 2bed semi, Lower Court Road (subject street) – of a similar condition with a dated kitchen and bathroom. Some of the rooms are in desperate need of redecoration too, (5) 3bed semi, Hook Road – the bathroom is upstairs...and has three double bedrooms.

37. Mr Richards notes the EPC provided by the landlord is not of the subject property and goes on to say, "More recent EPC assessments on other houses on the same street would suggest that by today's standards the EPC for 29LCR would be an E."
38. Finally, Mr Richards refers the Tribunal to one of its own decisions of a house on Gainsborough Road, Epsom, KT19 (ref: CHI/43UC/MNR/2024/0410) dated 2 August 2024 where the market rent for the three-bedroom, end of terrace, two storey house was determined at £1,700 per calendar month to take effect from 30 June 2024.

## **The Law**

### Section 14, Housing Act 1988 - Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4)(a) of section 13 above, a tenant refers to a First-tier 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; 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.
- (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.

39. In accordance with the terms of section 14 of the Act, the Tribunal is required to determine the rent at which it considers the subject property might reasonably be expected to let on the open market, by a willing landlord, under an assured tenancy, on the same terms as the tenancy. In so doing, and in accordance with the Act, the Tribunal ignores any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy.

### **Considerations and Valuation**

- 40. The Tribunal first considered whether it felt able to determine this case reasonably and fairly based on the papers submitted only, with no oral hearing. Having read and considered the papers the Tribunal decided it could do so.
- 41. The Tribunal is required to determine the rent at which the property might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy. The personal circumstances of the tenant(s) are not relevant to the issue.
- 42. Both parties have given a Statement, which include a description of the property and its features, an accompanying floor plan, with external and internal photographs to assist the presentation of their case to the Tribunal.
- 43. Mr Williams has referred the Tribunal to five comparable lettings' properties in proximity to the subject, with their marketing to let particulars. Mr Richards has commented on Mr Williams's comparable properties and goes on to refer the Tribunal to one of its decisions in August 2024 of a three-bedroom house in the KT19 postcode.
- 44. Having considered the comparable evidence provided and of its own expert, general knowledge of rental values in the area, the Tribunal determined that the

market rent for the property in good tenantable condition would be £2,100 (Two Thousand One Hundred Pounds) per Calendar Month.

45. In paragraph 29 the Tribunal has identified discrepancies in the descriptions and features of the property given by the parties. The Tribunal addresses these first. From the submissions and the photographs provided by the parties, the Tribunal has determined the floor coverings are a mixture of wooden floorboards, laminate covering and carpets. All are in dated and worn condition. The curtains have been provided by the tenants. There is a garden (yard) at the rear of the house and a garden/off-street parking with a crossover at the front.
46. From its analysis of the papers to include the parties' submissions, the Tribunal has determined adjustments are required to its determination of the market rent of the property, as follows.
- The carpets and the floor coverings generally, are dated and worn. The tenants have provided the curtains.
  - The kitchen is tired and dated, with items of disrepair.
  - The bathroom is tired and dated, with items of disrepair.
  - The layout is not optimum. The bathroom/WC is on the ground floor, at the rear, accessed through the kitchen.
  - There are general items of disrepair, typically to the joinery and the windows.
  - The electrics - there are items of poor installation, disrepair and superfluous wiring.
  - There are items of external disrepair which includes the fencing to the rear garden (yard).

47. Following the above, the Tribunal's valuation is shown below:

Market rent for the property (£ PCM) -	£2,100
Less deductions (£ PCM) for:	
Carpets (floor coverings) and Curtains	£75
Kitchen	£100
Bathroom/WC	£50
Layout (position of the bathroom/WC)	£75
Disrepair (joinery & windows)	£75
Electrical items	£25
External disrepair	<u>£25</u>
	£425
Market rent (per calendar month)	£1,675



48. The Tribunal therefore decided that the rent at which the property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £1,675 (One Thousand Six Hundred and Seventy-Five Pounds) per Calendar Month.
49. In neither their application nor their subsequent Statement have Mr Richards and Ms Valtersson given any submission to the Tribunal that the starting date for the new rent specified in the landlord's notice would cause them undue hardship.
50. Accordingly, the Tribunal directs that the new rent of £1,675 per Calendar Month should take effect from 8 May 2025. This being the date specified in the landlord's Notice proposing a new rent.

### **RIGHTS OF APPEAL**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28 days' time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 days' time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.