



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

<b>Case Reference</b>	<b>:</b>	<b>HAV/29UH/MNR/2025/0648</b>
<b>Property</b>	<b>:</b>	<b>Flat 40, Coronet House 11 Queen Anne Road Maidstone Kent ME14 1GD</b>
<b>Applicant Tenant</b>	<b>:</b>	<b>Ms S I Deliu</b>
<b>Representative</b>	<b>:</b>	<b>None</b>
<b>Respondent Landlord</b>	<b>:</b>	<b>Big Help Homes C.I.C.</b>
<b>Representative</b>	<b>:</b>	<b>Managing Agent – Knight Edmonds Lettings Limited</b>
<b>Type of Application</b>	<b>:</b>	<b>Determination of a Market Rent - sections 13 &amp; 14 of the Housing Act 1988</b>
<b>Tribunal Members</b>	<b>:</b>	<b>Mr J G G Wilson MRICS Mr N I Robinson FRICS Judge I M Arrow</b>
<b>Date of Application</b>	<b>:</b>	<b>18 March 2025</b>
<b>Date of Decision</b>	<b>:</b>	<b>19 May 2025</b>

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**DECISION**

**On 19 May 2025 the Tribunal determined a market rent of £675 (Six Hundred and Seventy-Five Pounds) Per Calendar Month to take effect from 24 April 2025.**

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## **REASONS**

### **Background**

1. By way of an application received by the Tribunal on 18 March 2025 (dated the same day), the Applicant ("the tenant") of Flat 40, Coronet House, 11 Queen Anne Road, Maidstone, Kent, ME14 1GD (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 18 March 2025, proposed a new rent of £800 per month in lieu of a passing rent of £650 per month, to take effect from 24 April 2025.
3. The tenant has occupied the property under an assured tenancy from its term start date of 24 March 2022.
4. The Tribunal issued Directions dated 2 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 tenant to submit their completed Rent Appeal Statements ("Statement") to the Tribunal by 16 April 2025 and 30 April 2025 respectively, with copies to be sent to the other party. Both the landlord's representative and Ms Deliu submitted a Statement. The Statements were given in accordance with the timings in the Directions, albeit Ms Deliu submitted her Statement before that submitted on behalf of the landlord. The parties have provided the Tribunal with photographs to support their cases.
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 tenant's Notice under section 13(4) of the Housing Act 1988 with its associated email of the same date, the two Statements and of its own expert, general knowledge of rental values in the area.

### **The Property**

8. From the information provided in the Papers and Google Street View, Coronet House is an Offices to Residential conversion on ground and three upper floors. The property (flat 40) is on the third floor. There is no lift. It is in an urban location with local bus and rail services.
9. The accommodation is: Studio with open plan kitchenette and shower room/WC.

### **The Tenancy Agreement**

10. The tenancy agreement is for an initial term of six (6) months from 24 March 2022. The rent is £650 per calendar month.
11. At the expiration of the fixed term, the tenancy has continued as a contractual periodic tenancy in accordance with the Housing Act 1988 (as amended). The periodic tenancy can be ended by the tenant by giving at least one month's notice in writing to the landlord. The notice is to expire on the last day of a rental period.
12. The tenant covenants, inter alia, to pay the rent, to pay the charges for Council Tax and Utilities and other relevant suppliers, to occupy the property as her only or main home, to replace or repair or pay the reasonable costs of repairing or reinstating the Property or its contents which are destroyed, damaged, soiled, removed, or lost during the tenancy (fair wear and tear excepted).
13. Similarly, the landlord covenants, inter alia, to provide for quiet enjoyment, to 'Keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes) and keep in repair and proper working order the installations for the supply of any water, electricity, gas, sanitation and for space heating and water heating in accordance with Section 11 of the Landlord and Tenant Act 1985 (as amended).'
14. Whereas the tenancy agreement provides for its continuation as a contractual periodic tenancy, in the event the tenant has not given at least one calendar months' notice in writing to terminate the agreement, there is no mechanism to review the rent payable.

### **Submissions**

15. The landlord's representative, Mr H Ansell of Knight Edmonds submitted his Statement dated 8 April 2025 and copied the same to the tenant the same day.
16. Mr Ansell outlines the accommodation and has provided a selection of internal photographs. Whereas Central Heating is not provided, Mr Ansell says there is an electric heater in the main room and an electric towel rail in the shower room/WC.
17. Double-glazing, floor coverings, blinds and White Goods are provided by the landlord. Under 'Improvements' Mr Ansell says many works to upgrade the building have been carried out by the landlord since its acquisition in November 2024.
18. Under 'Condition of the property...', Mr Ansell says, "The shower is leaking from the cubicle sides this is because the instillation was defective...Shower cubicle may have to be replaced and some minor redecoration and possible replacement of the skirting."
19. Under 'Your assessment of the rental value of the property', Mr Ansell provides a link to a Best Price Guide which he says includes details of flats in the building that have been let for between £800 per calendar month to £850 per calendar month. The Tribunal notes the Studios in this price range are on the ground, first and second floors.

20. Each Studio is to be let on the same terms and with corresponding provisions as the subject property.
21. Ms Deliu submitted her Statement on 2 April 2025, which was copied to the landlord's representative the same day. In her Description and Features of the property, in the main Ms Deliu confirms what Mr Ansell has said. There are discrepancies over the Double Glazing, on which Ms Deliu is silent and the provision of Carpets and Curtains.
22. Under 'Condition' Ms Deliu says, 'Room ceiling is with mould above the bed and cupboard area, shower area is with mould and behind toilet and sink the skirting board is with mould [sic].'
23. Under 'Your assessment of the rental value of the property', Ms Deliu has provided outline details of: (1) a Studio in the ME15 postcode to rent at £700 per calendar month with water bills included, and (2) a Studio in the ME14 postcode to rent at £725 per calendar month, furnished, with a shared garden and bills not included.

### **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.

24. 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**

25. 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.
26. 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.
27. Both parties have provided comparable lettings to support their cases and for the Tribunal to consider. Those in the Best Price Guide to which Mr Ansell has referred include Studios in the subject building.
28. 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 a typical Studio in the subject building in good tenantable condition would be £800 (Eight Hundred Pounds) per Calendar Month.

29. In paragraph 21 the Tribunal has identified discrepancies in the description and features given by the parties. The Tribunal addresses these first, in the knowledge that Ms Deliu submitted her Statement in advance of Mr Ansell. From the photographs provided by Mr Ansell, the velux windows are both double-glazed and are fitted with blinds. In addition, the floor coverings are laminate, albeit it is understood Ms Deliu has provided the linked carpets/matting.
30. Whereas Central Heating is not provided by the landlord, the Tribunal has determined that such is the nature of the property, the provision of an electric heater in the main room and an electric towel rail in the shower room/WC amounts to the same and is sufficient for the purposes. Accordingly, the Tribunal has determined that no adjustment is required to reflect the discrepancies between the parties identified in the descriptions and features of the property.
31. Nevertheless, the Tribunal has determined adjustments are required to its determination of the market rent of a typical Studio in the subject building, as follows.
32. Firstly, from the Tribunal's view of the building on the internet and the information provided in the papers, Flat 40 does not have the same physical factors as the comparable lettings of Studios in the building which have been provided. The subject flat is not a typical Studio in Coronet House.
33. Coronet House is an Offices to Residential conversion, over ground and three upper floors. Whereas the ground, first and second floors have vertical elevations, with similar ceiling heights and fenestration associated with a building of its type, in that part of the third floor in which Flat 40 is situated, the elevations are at an angle and the fenestration is limited to velux windows. An adjustment is required to reflect the building's construction to include its fenestration.
34. Secondly, there is no lift in the building. The comparable lettings to which the Tribunal has been referred are on the ground, first and second floors. Flat 40 is a third-floor walk-up, accordingly an adjustment is required to reflect the floor it is on.
35. Thirdly, it is common ground there is disrepair to the shower, with the skirting boards either requiring redecoration or replacement. In addition, Ms Deliu has shown the Tribunal evidence of further damp penetration. An adjustment is required for these items of disrepair.
36. The Tribunal's valuation is shown below:

Market rent of a typical Studio in the building (£ PCM) £800

Less deductions (£ PCM) for:

Physical factors of the building's construction	£50
Third floor walk-up	£50
Items of disrepair	<u>£25</u>

£125

Market rent (per Calendar Month)

£675

37. 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 £675 (Six Hundred and Seventy-Five Pounds) per Calendar Month.
38. In her email to accompany her application dated 18 March 2025, Ms Deliu says, "...i am only a student and i can't afford to pay the rent increase...[sic]", but does not go on to provide any further submission in her subsequent Statement that the starting date for the new rent specified in the landlord's notice would cause her undue hardship.
39. Accordingly, the Tribunal directs that the new rent of £675 per Calendar Month should take effect from 24 April 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.