



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

Case Reference : **CAM/00KG/MNR/2025/0692**

Property : **42 Brooke Road Grays RM17 5BN**

Tenant : **Jason London**

Landlord : **Michael Andrew Nash and
Christine Foster**

Type of Application : **Section 13 Housing Act 1988**

Tribunal Members : **Mrs E Flint FRICS**

**Date and venue of
Consideration** : **Remote on the papers**

Date of Decision : **11 September 2025**

DECISION

I determine a rent of £650 per month with effect from 1 June 2025

Background

1. On 29 April 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £800 per month in place of the existing rent of £450 per month to take effect from 1 June 2025.

2. On 22 May 2025 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.

Inspection

3. I inspected the property on the morning of 11 September 2025 when the weather was warm, dry and overcast.
4. The property is a two storey end terrace house built approximately 120 years ago. It is situated in a heavily parked road of similar houses within walking distance of shops, buses, the railway station and other local amenities. Immediately to the right of the property is a car park serving Grays Health Centre.
5. Externally the property is in fair condition. The roof appears to be the original, the front of the building is rendered and the flank wall is clad in timber ship lap boarding. The tenant has built a row of store cupboards along the full length of the flank wall. The gutters and downpipes had been replaced by the tenant. Access to the rear hard standing and garage is via a service road to the rear of the terrace. The garage, hard standing, fencing and gates had been provided by the tenant.
6. Internally the house comprises on the ground floor an entrance porch with upvc door and double glazed windows, small living room with double glazed window and door leading into a second small living room. The original timber sash window was in situ in this room. There was evidence of damp on the flank wall. A door led to the kitchen in the back addition. There were a number of fitted units, wall cupboards and a stainless steel sink with draining board. The window was a double glazed unit and there was a replacement part double glazed upvc door to the rear garden. A door led into a small extension which although not completed in that neither the walls nor ceiling had been plastered appeared to be used as a utility room/store. The first floor was accessed via a narrow steep staircase. There was a small bedroom to the front and a double bedroom with built in wardrobe to the rear. The latter also provided access to the bathroom which had been refitted by the tenant to provide a bath, large shower cubicle, wash basin and wc.
7. The loft was fully boarded. There was a velux window in the rear slope of the roof. These were tenant's improvements.
8. The house was centrally heated and the internal doors had been replaced by the tenant, most of the windows had been replaced by the tenant however the seals on the double glazed units had failed in a number of locations.

9. There were several areas where improvements had commenced but not been completed by the tenant, leaving areas of plasterboard and plasterwork to be completed.

Evidence

10. The Tribunal has consideration of the written submissions provided by the Tenant and/the Landlord.
11. The tenant stated that he had agreed with the previous landlord that he would pay a low rent in exchange for him maintaining the property. He had a verbal agreement to that effect from when he had moved in almost 30 years ago. His representations set out in details the works he had undertaken, some of which were unfinished as the current landlord had requested that he carry out no further work to the property. He stated that he had sought her agreement when he wished to make alterations e.g the extension at the rear which replaced in part the original external wc. He had offered an increase to £600 per month but the landlord was not willing to accept his offer.
12. The landlord asserted that there was no evidence that the previous landlord had agreed to any works as there was no written agreement. An expert report by Darren Eva MRICS FCABE was produced which described the property in very brief terms and valued the house fully repaired and modernised t £1400 per month and £1100 per month in its present condition. There was no reference to any tenant's improvements within the report.
13. He referred to the lettings of four two bedroom houses in Grays to support his valuation at rents from £1500 to £1795. All were modern properties, some had been refurbished, none were particularly good comparables, no details were provided to assist the Tribunal. I viewed them on Streetview to assist me in my determination.

Determination and Valuation

14. Having considered all of the evidence provided by the parties and the evidence provided by my inspection, I am of the opinion that the open market rent for the property in good tenantable condition is £1400 per month. However, the property is not in such condition; in its current condition taking into account the damp in the flank wall, the failed seals in the windows and deducting for the tenant's improvements in particular the porch, rear utility room, replacement internal and external doors, replacement bathroom suite, velux window and flooring in the roof, hardstanding and garage the rent would be £650 per calendar month.

Decision

8. I therefore determined that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy was £650 per month effective from 1 June 2025 as set out in the Landlord's notice.

Chairman: E Flint

Date: 11 September 2025

ANNEX - RIGHTS OF APPEAL

- I. If a party wishes to appeal 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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>
- II. 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.
- III. 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.
- IV. 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. Please note that if you are seeking permission to appeal against a decision made by the Tribunal under the Rent Act 1977, the Housing Act 1988 or the Local Government and Housing Act 1989, this can only be on a point of law.