



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

Case reference : **CAM/00KG/MNR/2025/0673**

HMCTS code : **V:CVPREMOTE**

Property : **13 Woolings Close, Orsett, Grays,
RM16 3AT**

Applicant (Tenant) : **S Akinnusi**

Respondent (Landlord) : **Highways England Company
Limited**

Type of application : **Determination of a Market Rent:
Sections 13 and 14 Housing Act
1988**

Tribunal members : **Mr P Roberts FRICS CEnv**

Date of Determination : **29 August 2025**

DECISION

The Hearing was held by means of CVP video conferencing. The documents that the Tribunal was referred to are in bundles from the Applicant and the Respondent. The Tribunal has noted the contents and the decision is below.

Decision

The Tribunal determined a market rent of £1,950 per calendar month effective from 1 May 2025.

Reasons

Background

1. On 6 March 2025, the Landlord served notice under section 13 (2) of the Housing Act 1988 to increase the passing rent from £1,750 per calendar month (pcm) to £1,950 pcm with effect from 1 May 2025.
2. This rent is stated to be exclusive of Council Tax, Water Charges and fixed service charges.
3. The Tenant made an application dated 23 April 2025 to the Tribunal in reliance on section 13 (4) of the Housing Act 1988.
4. The Tribunal issued directions on 29 May 2025, inviting the Parties to submit any further representations (including any photographs and details of rentals for similar properties) they wished the Tribunal to consider.

Validity of the Section 13 (2) Notice

5. The Tenant challenged the Landlord's section 13 Notice by way of written correspondence dated 23 April 2025 in which the following points were raised:
 1. Incorrect address details
 2. Missing signature
 3. Incorrect Rent details
 4. General inaccuracy and misrepresentation.
6. The Tribunal does not have jurisdiction to determine the validity of section 13 Notices. However, paragraph 48 of the Court of Appeal Decision in *Mooney v Whiteland* [2023] EWCA Civ 67 states:

“That is not to say that a rent assessment committee may not sometimes need to take a view whether a notice is valid. If it considers that a notice is invalid, it may decline to proceed until the question has been determined by the court. Conversely, if it considers that a notice is valid and that objections are without substance, it may proceed to

determine the appropriate rent, but its determination will not prevent a tenant from disputing the validity of the notice.”

7. The Tribunal has decided to proceed in this matter. This does not preclude either Party referring the validity of the section 13 Notice to the County Court

The Property

8. The Tribunal did not inspect the Property but relied upon information in the public domain together with the oral and written representations of the Parties.
9. The Property comprises a modern detached purpose-built house providing living room, WC and kitchen at ground floor and four bedrooms with a family bathroom at first floor. It benefits from central heating, double glazing, carpets, curtains and a fully fitted kitchen together with a garden to the rear, a garage and off-street parking.

The Tenancy

10. The Tenant occupied the Property by virtue of an Assured Shorthold Tenancy dated 9 July 2020 that commenced the same day for a term of 12 months.
11. The rent reserved under this Tenancy was £1,675 pcm.
12. Section 9 of the Tenancy sets out the Tenant’s repairs and alterations obligations.
13. Section 11 of the Tenancy sets out the Landlord’s covenants and confirms the application of section 11 of the Landlord and Tenant Act 1985 as set out in further detail below.
14. These provisions are relevant in assessing the state and condition of the Property to be valued assuming that the Tenant had complied with their covenants.
15. A Statutory Periodic Tenancy arose upon expiry of the Tenancy.

The Law

16. Section 5 (3) of the Act provides that the periodic tenancy arising on expiry of the Assured Shorthold Tenancy is one:

“(a) taking effect in possession immediately on the coming to an end of the fixed term tenancy;

(b) deemed to have been granted by the person who was the landlord under the fixed term tenancy immediately before it came to an end to the person who was then the tenant under that tenancy;

(c) under which the premises which are let are the same dwelling-house as was let under the fixed term tenancy;

(d) under which the periods of the tenancy are the same as those for which rent was last payable under the fixed term tenancy; and

(e) under which, subject to the following provisions of this Part of this Act, the other terms are the same as those of the fixed term tenancy immediately before it came to an end, except that any term which makes provision for determination by the landlord or the tenant shall not have effect while the tenancy remains an assured tenancy”

17. Section 14 (1) of the 1988 Act provides that the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing landlord under an assured tenancy:

- a. “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 rent) are the same as those of the existing tenancy.”*

18. Section 14 (2) of the 1988 Act requires the Tribunal to disregard:

- 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 (as defined by section 14 (3) of the Act) otherwise than as an obligation;*
- 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.”*

19. Section 11 of the Landlord and Tenant Act 1985 (the 1985 Act), provides that the Tribunal is to imply a covenant by the Landlord:

- a. “to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes),*
- b. to keep in repair and proper working order the installations in the dwelling-house 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. *to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.”*

20. Section 14 (7) of the 1988 Act states:

“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.”

Representations – The Tenant

21. The Tenant submitted a Statement setting out comments in respect of the following headings:
- a. History of rent increases
 - b. Unreasonable rent increase
22. The Tenant explained his concerns in respect of the condition of the Property to the Tribunal at the Hearing and also drew attention to the blocking of driveways by vans.

Representations – The Landlord

23. The Landlord was represented at the Hearing by Ms Habeeba Khatun and Mr Robert Tupman both of Carter Jonas.
24. Mr Tupman explained that the Property had been acquired in connection with the Lower Thames Crossing scheme together with the other properties in Woolings Close. He confirmed that a refurbished 4-bedroom property and a 5-bedroom property, both within Woolings Close, had let for £2,100 pcm in December 2024 and March 2025 respectively.
25. The Tribunal was also provided with a schedule of asking rents in respect of four “comparable” properties in the general locality albeit not within Woolings Close.

Determination

26. The Tribunal has had regard to all the correspondence and evidence provided by the Parties but has not commented in respect of each point raised.

27. In determining the market rent, the Tribunal has regard to prevailing levels of rent in the general locality and achieved rental values in respect of other properties of comparable accommodation and provision that would be likely to be considered by a prospective tenant. The current rent, and the period that has passed since that rent was agreed or determined is not relevant.
28. Previous changes in rent are, therefore, disregarded as the Tribunal is required to assess the rent that would be offered by a prospective tenant who has no knowledge of the existing or previous rents. Similarly, historic rents achieved elsewhere are of limited relevance.
29. The legislation requires the Tribunal to have regard to market demand assuming that the landlord is willing. The Tribunal is unable to have any regard to the personal circumstances or identities of the actual landlord and tenant in assessing the level of rent.
30. It is therefore irrelevant whether or not the Landlord requires the rent to be at a certain level to fund its liabilities and/or its repair obligations under the lease or whether the Tenant feels that the services provided by the Landlord are “value for money.” As such, the cost of property maintenance to the Landlord does not affect the rent that would be offered by a prospective tenant in the market and must be disregarded.
31. Similarly, the ability, or otherwise, of the Tenant to pay the rent demanded cannot be taken into account and the Tribunal is unable to take into account the Tenant’s personal circumstances as the Property is assumed to be “vacant and to let.”
32. In this regard, whilst the valuation exercise assumes that, regardless as to the condition of the Property, a hypothetical tenant would be prepared to take occupation and negotiate a rent, it does not follow that the actual Tenant and the hypothetical tenant are one and the same. As such, the actual Tenant may be prepared to pay a certain level of rent to remain in occupation for personal reasons whereas the hypothetical tenant is bidding on the assumption that the Property is vacant and to let.
33. The Tribunal places the greatest weight on the letting of similar properties within Woolings Close at £2,100 pcm and determines the market rental of the Property to be **£1,950 pcm**. The rent payable may not, therefore, exceed this figure. However, this does not prevent the Landlord from charging a lower figure.
34. This rent is effective from **1 May 2025**.

Name: Peter Roberts FRICS CEnv

Date: 29 August 2025

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

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

Housing Act 1988 Section 14

Address of Premises

13 Woolings Close, Orsett, Grays, RM16
3AT

The Tribunal members were

Mr P Roberts FRICS CEnv

Landlord

Highways England Company Limited

Address

Bridge House, 1 Walnut Tree Close, Guilford, GU1 4LZ

Tenant

S Akinnusi

1. The rent is: £

1,195

Per

month

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

2. The date the decision takes effect is:

1 May 2025

3. The amount included for services is

not
applicable

Per

4. Date assured tenancy commenced

9 July 2020

5. Length of the term or rental period

12 months

6. Allocation of liability for repairs

LL to comply with s11 LTA 1985

8. Furniture provided by landlord or superior landlord

N/A

9. Description of premises

The Property comprises a modern detached purpose-built house providing living room, WC and kitchen at ground floor and four bedrooms with a family bathroom at first floor. It benefits from central heating, double glazing, carpets, curtains and a fully fitted kitchen together with a garden to the rear, a garage and off-street parking.

Chairman

P Roberts

Date of Decision

29 August 2025