



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

Case Reference : **CAM/00KF/MNR/2025/0731
P:PAPERREMOTE**

Property : **Flat 4 39 Boston Avenue Southend on
Sea SS2 6JH**

Tenant : **Donna Fallowes**

Landlord : **Regis Group (UBK) Limited**

Date of Application : **27 August 2025**

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

Tribunal : **Mrs E Flint FRICS**

Date of Hearing : **3 November 2025
remote on the papers**

DECISION

**The Tribunal determines a rent of £ per calendar month with effect
from 1 September 2025.**

REASONS

Background

1. On 11 July 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £860 per month in place of the existing rent of £800 per month to take effect from 1 September 2025.
2. On 27 August 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.

Directions

3. Directions were issued on 4 September 2025. The tenant sent written submissions regarding the condition of the flat. No submissions were made either by or on behalf of the landlord. Neither party provided any rental evidence.

Inspection

4. I inspected the flat on the morning of 3 November 2025 accompanied by a friend of the tenant and a member of staff from Lifespace.
5. Boston Avenue is a residential road with mainly permit parking close to a primary school and the town centre.
6. The house is a detached two storey Victorian property converted into flats. Externally the front elevation of the house is in fair condition. The subject flat is approach via a door in the righthand flank wall. The rear external elevation is rendered and requires attention due to a small hole and some cracking, and it requires redecoration. There are three bricks missing in the left hand flank wall.
7. Internally the flat comprises a small hall, the consumer unit and meters are situated at a high level near the entrance door, a living room with door to the bedroom, kitchen and bathroom/wc. A glazed door leads from the living room into the communal garden.
8. At the time of my inspection a number of repairs had been recently carried out. The newly plastered bedroom walls were in the process of drying out, there were newly installed trickle vents in the window frames and a damp proof course had also recently been installed. However there remained the issue of damp through the damaged render which affected the living room.

Evidence

9. The tenant stated that the flat which is on the ground floor rear, comprises two rooms, kitchen and bathroom/wc. The tenant had reported a number of defects to the landlord in December 2024. The tenant stated that she had moved out until the repair works were completed as the flat was uninhabitable. She asserted that there was water ingress, rising and penetrative damp, some electrical sockets could not be used due to the dampness. The bedroom could not be used due to the damp and disrepair; there was mould in both rooms.

Determination and Valuation

10. As neither party provided any rental evidence I have relied upon my own general knowledge of rental values in Southend. I am of the opinion that the open market rent of the flat in good condition, situated close to the station and town centre is £860 per month which reflects the dated kitchen and bathroom. However, as at 1 September, the date of increase in the landlord's notice, the flat was not in such a condition. I am of the opinion that at that date the open market rental value was £400 per month.

Decision

11. 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 as at 1 September 2025 was £400 per month.

12. I direct the new rent of £400 per month to take effect on on 1 September 2025 in accordance with the date in the landlord's notice.

Chairman: E Flint

Date: 5 November 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.

Appendix

Housing Act 1988

14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee 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 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....

(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 ... 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.

