



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

Case Reference : **CAM/00KF/MNR/2025/0755**

Property : **78D Christchurch Road,
Southend on Sea, Essex, SS2 4JN**

Tenant : **Damien Dukarski and Marta
Kruk**

Landlord : **Castelnau Willows Limited**

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

Tribunal Members : **Mrs E Flint FRICS**

**Date and venue of
Consideration** : **8 December 2025
Remote on the papers after an
inspection**

DECISION

**The Tribunal determines a rent of £1100 per calendar month with
effect from 24 September 2025**

Background

1. On 13 August 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1250 in place of the existing rent of £900 per month to take effect from 24 September 2025
2. On 21 September 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 flat on the morning of 8 December in the presence of Mr Dukarski and Mr Harrison-Moore, a Director of the landlord company.
4. The flat is on the ground floor of a detached two storey Victorian house in a street of similar aged properties and close to a children's nursery. Externally the property is in fair condition.
5. Internally the accommodation is centrally heated and double glazed however, although in fair condition except where noted, has a poor layout.
6. There was a good sized living room with a bay window to the front, two further rooms described as bedrooms by the landlord, a small kitchen, bathroom and separate wc. One of the bedrooms had a fitted wardrobe but the room itself was an L shape because a rectangular section adjacent to the window had been cut out to form the bathroom, resulting in an inconvenient layout. The other bedroom was of limited use because the wc/wash hand basin opened into the room on the left-hand side and the bathroom opened off the right-hand side of the room. The bath itself was very short, there was a shower over the bath. There was evidence of damp at a low level on the outside wall of the wc, the central heating boiler was situated above the wc cistern, there were a number of exposed pipes within this area. The kitchen had poor natural light, was cramped with a limited number of units and wall cupboards. The tenant had supplied a fridge freezer, washing machine and plug in electric hob. There was no room for a cooker. A half glazed door led into the garden.

Evidence

7. The tenant was of the opinion that the proposed increase in the rent was excessive. The kitchen layout limited its use, there was no room for a cooker. They had provided a plug in electric hob. There was no extractor in the bathroom and some of the tiles were cracked by the bath. One of the bedrooms could not be used as a bedroom owing to access to both the wc and the bathroom being via this room. The flat was expensive to heat because the walls had poor thermal insulation.

8. The tenant referred to four comparable flats which were either of a modern standard or recently refurbished at rents of between £995 and £1195 per month. None had a room affected by providing the only access to the bathroom and wc.
9. The landlord stated that the proposed rent was based on the advice of the managing agents and the rental values provided in the Rightmove Best Price Guide. In addition, two other agents were asked to advise on the rental value of two bedroom flats within the same postcode radius. Their advice was £1250 - £1500 per month. One of the agents provided redacted tenancy agreements showing rents of between £1200 and £1400 being achieved. In addition, a first floor flat in the same building has been let at £1300 per month.

Determination and Valuation

10. I have relied on the comparable evidence provided by the parties and my own expert, general knowledge of rental values in the area. I have taken into account that the rents passing on converted flats were lower than those for purpose built units. Recently refurbished flats also commanded a higher rent.
11. I am of the opinion that the open market rent of similar sized properties is £1250 per month. However, I determine that the rental value of this property in its current condition, reflecting the inconvenient layout which reduces the utility of one of the bedrooms and the lack of cooking facilities in the kitchen is £1100 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 was £1100 per calendar month.
9. I direct the new rent of £1100 to take effect on 24 September 2025 the effective date in the Landlord's Notice of Increase.

Chairman: E Flint

Date: 8 December 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 to 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