



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

**Case Reference** : **CAM/22UH/MNR/2025/0719  
P:PAPERREMOTE**

**Property** : **281 Fencepiece Road Chigwell Essex  
IG7 5DR**

**Tenant** : **Kamina Nadaraja**

**Landlord** : **M & A Property Investment  
Limited**

**Date of Application** : **29 July 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** : **6 October 2025  
remote on the papers after an  
inspection**

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**DECISION**

**The Tribunal determines a rent of £2070 per calendar month with  
effect from 1 September 2025.**

## **REASONS**

### **Background**

1. On 23 July 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2400 per month in place of the existing rent of £1750 per month to take effect from 1 September 2025.
2. On 29 July 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 house on the morning of 6 October accompanied by the tenant and the landlord's son. The house is situated on a main road and bus route, very close to a traffic light controlled junction and within approximately half a mile of Grange Hill tube station. Externally the property appeared to be in fair condition although part of the gutter at the front was sagging and there was evidence of weeds in the gutter to the rear. The front garden was paved to provide off street parking, the rear garden was mainly lawn. A fence panel was lying on the grass, the roof of the garden shed had collapsed.

4. Internally the accommodation was centrally heated and double glazed. It comprised on the ground floor a lounge with double doors to a dining room, presently used for storage and a kitchen. The ceiling in the lounge has been damaged by past leaks from the shower above and some seals to the double glazed French windows have failed. There was evidence of leaks on the kitchen ceiling and in the wall unit below the damage. The sink was said to leak and there was mould within that cupboard too. The kitchen was fully fitted, the landlord had provided the cooker and washing machine. There were two double and one single bedroom. There was an ensuite shower/wc to the main bedroom, it was that shower which was above the lounge. There was mould on the ceiling where it is within the mansard area. There was also mould on the ceiling adjacent to the flank wall of the single bedroom. The main bathroom comprised a bath, wash basin, wc and shower cubicle. The surface within the bath was in poor condition, the shower cubicle was above the water damaged area in the kitchen.

### **Evidence**

5. The landlord referred to a report from Bairstow Eves which suggested that the property could be marketed at £2500 per month with an expectation of achieving £2300-£2400 per month. Reference was also made of a three bedroom semi detached house on Fencepiece Road at an asking rent of £2400 and another in Chigwell at £2300 per month. No details of these two comparables were provided.

6. The tenant stated that the house was in poor condition and provided a number of photographs in support of her assertions. There have been leaks from both showers damaging the rooms below. The water leaks had caused the electricity to trip. There was damp and mould in the bedrooms. The roof on the garden shed had collapsed and one of the fence panels in the back garden had fallen down.

7. Number 279, a similar sized house to her own, was let at £1600 per month. Universal credit contributes £1313.96 per month towards the rent. The tenant stated that she would find it difficult to pay such a large increase.

### **Determination and Valuation**

8. I have taken into account the market evidence provided together with my own general knowledge of rental values in Chigwell. I am of the opinion that the open market rent of the property in its current condition, located close to a very busy junction was £2070 per month. I have taken into account that the landlord's comparables are modernised and in good repair. I had insufficient information to rely upon the rent being paid for No.279.

### **Decision**

9. 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 £2070 per month.

10. I direct the new rent of £2070 per month to take effect on on 1 September 2025 in accordance with the date in the landlord's notice.

**Chairman: E Flint**

**Date: 7 October 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.

