



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

Case Reference : **CAM/00KG/MNR/2025/0769**

Property : **275 Danbury Crescent
South Ockendon
Essex
RM15 5XB**

Applicant Tenant : **Ms Helen Ayliffe**

Representative : **None**

Respondent Landlord : **Mr Dhammika Ediriweera**

Representative : **Bowling & Co**

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

Tribunal Members : **Mr I R Perry FRICS**

Date of Inspection : **None, determined on the papers**

Date of Decision : **22nd December 2025**

DECISION

Summary of Decision

1. On 22nd December 2025 the Tribunal determined a market rent of £850 per month to take effect from 5th December 2025.

Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 13th October 2025 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £900 per month, in place of the existing rent of £790 per month, to take effect from 5th December 2025. The accompanying letter stated that the Landlord needed to increase the rent to cover higher mortgage payments and a higher service charge. The notice complied with the legal requirements.
4. On 13th October 2025 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. The Tribunal does not routinely consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
6. The Tribunal issued Directions on 20th October 2025 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations. The parties were invited to make submissions which could include photographs.
7. The Landlord's Representative and the Tenant both submitted papers by the specified dates setting out their respective case. The papers were also copied to the opposing party.
8. The Tenant responded to the Landlord's submission and the Landlord's representative responded in turn.
9. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 22nd December 2025 based on the written representations received.
10. These reasons address **the key issues** raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

The Law

S14 Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal 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, in respect of council tax 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.

The Property

- 11. From the information given in the papers and available on the internet, the property comprises a ground floor flat situated within a modern two-storey purpose-built building, set within a residential area.
- 12. The accommodation includes a hall, living room, kitchen, bedroom and bathroom. Off-street parking is available.
- 13. Heating is from a single night store heater in the living room, windows are double glazed and the Energy Performance Rating is 'C'.
- 14. There are local shops providing most day-to-day requirements.

Submissions

- 15. The Tenant states that she has lived there for 14 years. The latest tenancy agreement began on 5th March 2024 at a rent of £790 per month.
- 16. In her submission dated 21st October 2025 the Tenant describes the property as being in good condition except for some broken tiles around the bath. She states that the only heating is from a single night store heater in the living room and there is no other heating. She also states that the property suffered from damp issues for many years but that this has now been resolved, and that the floor tiles in the kitchen are lino tiles.
- 17. The Parties agree that white goods, carpets and curtains are all provided by the Landlord.
- 18. The Tenant states that since referring the matter to the Tribunal she has been service a notice to evict.
- 19. The Landlord's representative suggests that the single night store heater is sufficient to heat the entire flat and that the damaged tiles in the bathroom are wear and tear which has been reflected in the proposed new rent.
- 20. The Landlord's representative provided a floor of an identical property and submitted an inspection report of the property with photographs completed on 27th August 2025, which generally describes the property as being in good order but refers to outstanding issues including a foul smell when washing is done, a

problem with the washing machine which requires attention and that the Tenant needs heating in the bedroom.

21. The Landlord's representative provides evidence of comparable properties advertised to let between £900 and £1,300 per month but no evidence of actual rents agreed.
22. The Landlord's representative states that the monthly service charge paid by the Landlord includes the water bill for the property, therefore the Tenant does not bear the cost of water bills which would normally be the case for an open market letting. This is not specified in the Notice of rent increase.
23. A Special Clause on page 19 of the original Tenancy Agreement states that the water charges of £15 are to be paid by the tenant directly to the landlord for the duration of the tenancy.

Consideration and Valuation

24. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having read and considered the papers it decided that it could do so.
25. The Tribunal is required to determine 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. The personal circumstances of the Parties are not relevant to this issue. The Landlord's mortgage costs nor increased service charges are justification for a rent increase. Such a rent would not include charges for water.
26. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in South Ockendon, the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £950 per month.
27. Such an open market letting would be for a tenantable property in good order with the Landlord responsible for internal decoration and on the basis that carpets, curtains and white goods would all be provided by the Landlord.
28. The Tribunal notes that the property is described by the Tenant as being in good condition except for cracked tiles in the bathroom. The Tribunal does not agree that this is a serious issue, but neither should it be disregarded by the Landlord as wear and tear.
29. The Tribunal does determine that to command a full 'open market rent' the property should have additional heating in the bedroom and bathroom. The absence of heating in these rooms is a matter which should be reflected by an adjustment to the rent.
30. The Tribunal notes that water charges are paid to the Landlord directly, that is they are not included in the rent. The rent assessed is exclusive of water charges.

31. Using its experience the Tribunal decided that the following adjustments should be made:

Lack of heating in bedroom and bathroom.	£75
Minor wants of repair (washing machine, cracked tiles, drain smells)	£25

TOTAL monthly adjustment	£100

32. The Tenant made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenant undue hardship.

Determination

33. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £850 per month.
34. The Tribunal directed that the new rent of £850 per month should take effect from 5th December 2025, this being the date specified in the notice.
35. This rent does not include payment for water.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpeastern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.