



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

**Case Reference** : **HAV/43UH/MNR/2025/0788**

**Property** : **28 Park Road  
Ashford  
Surrey  
TW15 1 EY**

**Applicant Tenant** : **Ms Leanne Ralph**

**Representative** : **None**

**Respondent Landlord** : **Mr Milenko Tesic**

**Representative** : **Bird and Lovibond Solicitors**

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

**Tribunal Members** : **Mr W H Gater FRICS  
Mr M Woodrow MRICS**

**Date of Application** : **13 October 2025**

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

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**DECISION**

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## Summary of Decision

1. The Tribunal determines a market rent of £1,940 per month to take effect from 11th November 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 15<sup>th</sup> September 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,300 per month, in place of the existing rent of £1,417 per month, to take effect from 11<sup>th</sup> November 2025. The notice complied with the legal requirements.
4. On 13<sup>th</sup> 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 21<sup>st</sup> October 2025 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations and without a hearing. The parties were invited to make submissions which could include photographs or videos.
7. The Landlord and Tenant both submitted Rent Appeal Statements which had been copied to the opposing party.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 25 November 2025 based on the written representations received.
9. These reasons address in summary form the key issues raised by the parties. They do not recite each and every detailed 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**

10. From the information provided by the parties and available on the internet , the property comprises a semi-detached house situated in a residential area of Ashford in Surrey. The accommodation comprises 3 bedrooms, 2 reception rooms 2 bathrooms and a kitchen. There is a front forecourt and enclosed rear garden.
11. The accommodation has central heating and double glazing.
12. The Tribunal was provided with a copy of the original tenancy agreement which has since expired. Section 11 of the Landlord and Tenant Act 1985 applies in respect of repairing liabilities.

### **Submissions**

13. The Tenant says that in the nine years she has lived there, the Landlord has not maintained the property except in emergency. She cites damp and mould in areas of the house, damaged flooring and kitchen units as examples of the overall poor condition of the house.
14. Photographs provided by the Tenant show cracking to internal finishes mainly at the junction of walls and ceilings, signs of mould and damp, and damaged flooring.
15. The tenant points out that she has replaced some carpets and floor coverings herself.
16. In written submissions the Landlord says that the property is in reasonable condition but provides no photographic evidence or comment on disrepairs/defects.
17. The Landlord's Statement suggests that all white goods are provided by the Landlord whilst the Tenant states that only the cooker was supplied.
18. The Tenant has provided details of various three bedroomed properties to let in Ashford at asking rents ranging from £1,645 per month to £2,500 per month.
19. The Landlord cites two properties in Ashford and Staines to let at asking rents ranging from £2,250 to £2,349 per month respectively. They also refer to a one 3 bedroomed terraced house offered at £2,200 per month appears to be in Ashford, Kent (TN23).

### Consideration and Valuation

20. 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.
21. The provision of photographs had been particularly helpful to the Tribunal.
22. 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.
23. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Ashford 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 £2,200 per month.
24. Such an open market letting would be for a tenable 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. This is not the case in respect of this property.
25. The Tribunal decided that an adjustment should be made to reflect the overall condition such as poor decoration, damp/ mould, dated fittings and defective flooring.
26. In addition, the Tribunal accepts the Tenants evidence that only a cooker has been provided. The Tribunal needs to reflect the limited provision of white goods.
27. Furthermore, the Tribunal finds that the Tenant has replaced aged floor coverings in some rooms whilst others remain, and an allowance for this is also made.
28. Using its experience the Tribunal decided that the following adjustments should be made from the open market figure above:

Overall condition	-£220
Limited white goods	-£20
Aged and damaged floor coverings	-£20
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TOTAL adjustment per month	-£260

Market rent £2,200 less £260 = £1,940
29. 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**

30. 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 £1,940 per month.
31. The Tribunal directed that the new rent of £1,940 per month should take effect from 11th November 2025 this being the date specified in the notice.

**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 [rpsouthern@justice.gov.uk](mailto:rpsouthern@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.