



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

Case Reference : **HAV/29UL/MNR/2025/0786**

Property : **Begonia Cottage, Hayne Barn, Saltwood,
Hythe, Kent, CT21 4EH**

Applicant Tenant : **Mr D McVie**

Representative : **Kingsfords Solicitors,
Of 2 Elwick Rd, Ashford, TN23 1PD**

Respondent Landlord : **Hayne Barn Holdings Ltd**

Representative : **Robson & Co Solicitors,
Of 147 High St, Hythe, CT21 5JN**

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

Tribunal Members : **Mr D Cotterell FRICS
Miss C Barton BSc MRICS**

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

Date of Decision : **6 January 2026**

DECISION

Summary of Decision

1. **On 6 January 2026 the Tribunal determined a market rent of £725 per month to take effect from 17 October 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 4 August 2025 the Landlord served a notice (Form 4) under Section 13(2) of the Housing Act 1988 which proposed a new rent of £ 850 per month, in place of the existing rent of £ 605 per month, to take effect from 17 October 2025. The notice complied with the legal requirements.
4. On 9 October 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 or hearing.
6. The Tribunal issued Directions on 21 October 2025 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations; it also provided a blank rent appeal statement proforma for the parties to complete. The parties were invited to make submissions which could include photographs or videos.
7. Both parties submitted papers to the Tribunal which had been copied to the opposing party.
8. Neither party objected to the matter being determined without an inspection or oral hearing, so the Tribunal determined the case on 28 November 2025 based on the written representations received.
9. 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

- 10. From the information given in the papers, the property comprises a detached single storey house.
- 11. The Property is located in a rural position, to the north of Hythe, at Sandling.
- 12. The accommodation includes a bedroom, bathroom, kitchen / living room. The accommodation extends to 35 m² according to an EPC supplied. Externally there is reported to be a rear garden and off-street parking.
- 13. The property has central heating, double glazing and carpets & curtains. The Landlord provides a cooker.

Submissions

- 14. The tenancy began on 17 October 2019 at a rent of £550 per month.
- 15. The Landlord's representative submits that the property was refurbished in 2017 and all windows were replaced mid 2019, also that the oven and hob were replaced within the last 18 months. In addition the Tribunal was told that Sandling Station and bus services are accessible. It is also submitted that the property suffers from damp resulting from the outflow of a bathtub positioned against an external wall. A copy of a damp survey dated 04 February 2025 detailing certain remedial works required was submitted.
- 16. The Landlord relies on a rental valuation provided by Smith Woolley Chartered Surveyors (J Yonge), that was not included in the papers, but concluding that

comparable properties should in their opinion, be let at between £795 to £850/month, reflecting market evidence.

17. The Tenant confirms the basic information about the accommodation and items included, but identifies that the property's dampness is extensive to all rooms in the Property and that the bathtub mentioned is fitted with a piped drain direct to an adjacent downpipe soakaway.
18. The Tenant also mentions that access to Sandling Station and local bus services require at least a 30-minute walk.
19. The Tenant provided an example of a local property offered to rent in the locality, being a larger, 2-bedroom property at an asking rent of £800/month (noted as "letting agreed").
20. Photographs of the property were included with the Tenant's statement which illustrate the points made.

Consideration and Valuation

21. 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.
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 general knowledge of rental values in Hythe and surrounding areas, 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 £825 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.
25. The Tribunal does not consider that the condition of the property is sufficient to justify such a rent so the full rent of £825 per month needs to be adjusted to reflect shortcomings, notably dampness to the walls internally.
26. Using its experience the Tribunal decided that an adjustment of £100 per month should be made.

27. 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

28. 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 £725 per month.
29. The Tribunal directed that the new rent of £725 per month should take effect from date 17 October 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 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.
5. Either party seeking to appeal a decision are referred to form RPPTA.