

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AD/MNR/2025/1007
Property	67 Downbank Avenue, Bexleyheath, Kent, DA7 6RT
Tenant	Benjamin Palmer and Francine Woolcock
Tenant's Representative	In person
Landlord	Doubledown Property Services
Landlord's Representative	Acorn Property Management
Date of Application	21st September 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	J. A. Naylor FRICS FTPI Valuer Chair
Date of Decision	20th March 2026
Rent Determined	£1,500.00 pcm
Date the new rent takes effect	20th October 2025

REASONS FOR THE DECISION

Background

1. On 19th September 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,625 per calendar month (pcm) in place of the existing rent of £1,575 pcm to take effect from 20th October 2025.
2. On 1st 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.
3. The assured tenancy commenced on 20th September 2023 for a term of one year. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

5. Carpets and curtains, and various items of furniture.

Liability for Council Tax

6. The Tenants are responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Inspection/Hearing

7. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the hearing /the papers provided by the parties and its own knowledge and specialist expertise.

The Property

8. The Property is a ground floor self-contained flat, offering the following accommodation:

Internally : Lounge, two bedrooms, kitchen, bathroom, WC.

Externally : Garden, no garage or parking spaces.

Services

The Property benefits from gas central heating and double glazing.

The Property is situated in a relatively good area of London, close to transport and shopping facilities.

Evidence

9. The Tribunal's Reply forms were returned by the Tenant and the Landlord.
10. Additional submissions were also received from the Tenant/ Landlord

The Tenant.

11. The Tenant made the following comments:

In respect of the reply form: The Tenant advised that they required neither a hearing nor an inspection and confirmed that the property was part of a two floor building of maisonettes. They advised that there was mould in the lounge, kitchen and both bedrooms, but the property had central heating and double glazing, and that carpets and curtains were included. They confirmed that they had their own private garden but that white goods had been provided by themselves. The tenants say that they have undertaken work in the garden, cleaned carpets and undertaken painting in the Bathroom and Hall. In respect of repair, the Tenant commented on broken fencing and a defective rear lock, in addition to the mould described above.

By way of further submissions:

12. In terms of rental evidence, the Tenant had provided screenshots from Rightmove, showing evidence of a flat in Eversley Avenue at £1,400 per calendar month. Sales particulars were not fully provided and the information given was limited.

The Landlord

13. The Landlord made the following comments:

In respect of the reply form: The Landlord confirmed that they did not require either an inspection of the property, nor a hearing. They provided the room sizes

and confirmed that the property has central heating, double glazing, and that they provided carpets and curtains. Contrary to the submission of the Tenant, they advise that they have provided the white goods. They confirm that the property does benefit from a private garden, but also that the property has off-street parking. They advised that work has been completed both to the boiler and patio door. The Landlord has provided documentary evidence from a contractor, confirming that they had repainted over mould.

By way of further submissions :

14. In terms of rental evidence, the Landlord had provided a copy of a floor plan and a report from Acorn letting agents, providing comparables of two-bedroom properties ranging in price from £1,450 per month to £1,550 per month. They confirmed that the size of the property is 441ft² and conclude that the rental value of the subject property is between £1,550 and £1,600 per month.

Determination and Valuation

15. In consideration of the evidence provided the Tribunal makes the following comments : Evidence provided by the parties is limited but is all within a small range.
16. While Acorn suggest that the rent should be between £1,550 and £1,600 per calendar month, the comparables provided do not reflect this. It is also noted by the Tribunal that, at 441ft², the flat is small for a one bedroom flat. The defects detailed by the Tenant have been taken into consideration but are believed to have no effect on rent.
17. Relying on its own expert, general knowledge of rental values in the area, and the evidence provided by the Landlord and tenant the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,500 per month.
18. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties.
19. The Tribunal has made no deductions in rent to reflect the disrepairs detailed by the Tenant.

Undue hardship

The Tribunal has received no submissions in relation to hardship and thus determines that the rent is payable from the commencement date stated in the Landlord's notice, namely 20th October 2025.

The Law

When determining a market rent in accordance with the Housing Act 1988 Section 13 regard must be had to all of the circumstances (other than personal circumstances) including the age, location and state of repair of the property, matters contained within the rent, repairing obligations, etc. This means that issues such as the tenant's ability to pay the rent or bills associated with the property are not a consideration for the tribunal in assessing the rent. They can however effect the date from which the Tribunal consider the rent is payable

20. The new rent takes effect from the date specified in the Landlord's Notice of Increase unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date a Tribunal makes its determination.

Decision

21. **Therefore, the Tribunal determines the market rent at £1,500 per month with effect from 20th October 2025.**

Chairman: J. A. Naylor FRICS FTPI

Valuer Chairman

Date: 20th March 2026

APPEAL PROVISIONS

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.