

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/OOKF/MNR/2025/0783
Property	1B Eastwood Boulevard, Westcliff-on-Sea, Essex SSO 9XL
Tenant	M Murray
Tenant's Representative	N/A
Landlord	D J Carlton
Landlord's Address	C/O Turner Sales and Lettings, 34 Broadway, Leigh-on-Sea SS9 1AJ
Landlord's Representative	N Riley
Date of Application	28 October 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Peter Roberts FRICS CEnv
Date of Decision	11 April 2026
Rent Determined	£850 pcm
Date the new rent takes effect	1 November 2025

REASONS FOR THE DECISION

Background

1. On 26 September 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £196.15 per week per calendar in place of the existing rent of £155 per week to take effect from 1 November 2025. The proposed rent equates to £850 per month.
2. On 28 October 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 1 January 2017 for a term of six months. The rental period is weekly.

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. None

Liability for Council Tax

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

Any other terms of the tenancy taken into consideration in determining the rent.

7. Regard has been had to the entirety of the Tenancy.

Inspection/Hearing

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

The Property

9. The Tribunal has not inspected the Property and has relied upon the documents provided by the Parties together with publicly available mapping and street view websites.
10. The Property is a ground floor flat providing a kitchen/living room, one bedroom and one bathroom together with a small garden to the rear. It benefits from central heating, double glazing, carpets and curtains.

Evidence

11. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

12. The Tenant made the following comments:
 - a) The landlord did not require a rental deposit due to the condition of the Property.
 - b) There has been one increase in 2022 based on the RPI
 - c) The kitchen and bathroom units are some 40 years old and very tired and need replacement
 - d) The Landlord has not fixed the damp and mould issues
 - e) Repair works should be undertaken, and the kitchen and bathroom modernised before any rent increase is considered
 - f) The comparisons provided by the Landlord reflect rents for flats in reasonable order.
13. The Tenant provided photographs illustrating the issues referenced within their statement.
14. The Tenant advised that they had replaced the curtains and curtain rail, repaired the boundary wall and repaired the floors to prevent vermin infestation.
15. The Tenant did not provide any rental evidence.

The Landlord

16. The Landlord responded to the points raised by the Tenant. The Tribunal has noted that, in respect of the points c to f as made by the Tenant that:
 - a) *"Since the tenant moved in, we have no record of any communication, until these recent interactions, with regard to issues with vermin, damp or*

mould, of the condition of the any part of the property. We can show that when similar issues arise at any other of our properties, we immediately respond and resolve.

b) Looking at the photographs supplied, the tenant is responsible for cleaning the property. If the shower and other areas are not cleaned they will become dirty.”

17. The Landlord also stated:

“Please find attached current market estimations for this property from local agents in excess of the rent increase, as even though [the] tenant has had the benefit of a very undercharged rent for the past several years, we did not consider it reasonable to raise the rent in one go but wanted to work with the tenant to bring it to the market level over a few years.”

18. The following comparables were provided by the Landlord (all one bed flats):

- a) Estimate by Turner Estates at £1,000 to £1,100 pcm (...all dependent on condition inside)
- b) Estimate by Ayers & Cruicks at £825 to £850 pcm
- c) Estimate by Hair and Son at £950 pcm

Determination and Valuation

- 19. It is apparent from the information provided by the Tenant that the Property would, if vacated and advertised on the market, require some modernisation to put it in a condition commensurate with other properties on the market.
- 20. In this regard, the range of estimates provided by the estate agents is wide and it is unclear as to what assumptions have been made in respect of the property's condition in providing those quotes.
- 21. The Tribunal has no jurisdiction pursuant to these proceedings to condition any change in the rent payable on the performance of works by either the Tenant or the Landlord. As such, the Tribunal can only take the Property as it exists disregarding any failure on the part of the Tenant to comply with their repairing obligations.
- 22. Relying on its own expert general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £900 pcm.

23. However, it is noted that the tenant has been in occupation since January 2017 and it would be expected that wear and tear will have arisen relative to similar properties on the market, The Tribunal therefore accepts the rent as proposed by the Landlord at £850 per month. This equates to £196.15 per month.

Decision

12. Therefore, the Tribunal determines the market rent at £850 per calendar month/£196.15 per week with effect from 1 November 2025.

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.