



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

Case reference : HAV/29UM/F77/2025/0643

Property : 1 Regency Close, Sheerness, Kent,
ME12 1SG

Applicant landlord : Mr K Moore

Representative : None

Respondent tenant : Ms D Cresswell

Representative : None

Type of application : Determination of a Fair Rent
Section 70, Rent Act 1977

Tribunal members : Mr J G G Wilson MRICS
Mr C Davies FRICS
Mr A Hetherton MRICS IRRV (Hons)

Date of consideration : 25 February 2026

Date of decision : 25 February 2026

DECISION

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Decision of the Tribunal

On 25 February 2026 the Tribunal determined a Fair Rent of £7,860.00p (Seven Thousand Eight Hundred and Sixty Pounds) per Annum to take effect from 25 February 2026.

Background

1. On 22 October 2025 the landlord submitted the application for re-registration of Fair Rent ('RR1') to the Rent Officer to register a rent of £8,000 per Annum for 1 Regency Close, Sheerness, Kent, ME12 1SG ('the property').
2. At paragraph 8 of the RR1, 'Are any services provided under the tenancy?' the landlord says 'Yes.' At paragraph 9 the amount attributed to these services is £600. In paragraph 10, it is confirmed that no furniture is provided under the tenancy.
3. This was an application to re-register the fair rent from its previous registration of rent by the Rent Officer of £5,536.50p per Annum, effective from 13 October 2020. In its October 2020 decision, under Remarks, the uncapped rent was £6,525 per Annum.
4. A new rent of £7,521.00 per Annum was registered by the Rent Officer, effective from 20 November 2025. The amounts for (d) Amount for fuel charges (excluding heating and lighting of common parts) not counting for rent allowance and for (e) Noted amount attributable to services are both blank.
5. In a letter dated 5 December 2025 to The Valuation Office Agency ('the VOA') (received by VOA Durham CSC on 15 December 2025) Ms Creswell submitted her objection to the new rent registered and the matter was referred to the First-Tier Tribunal Property Chamber (Residential Property), formerly a Rent Assessment Committee.
6. The Tribunal issued Directions dated 14 January 2026. The Tribunal does not consider it necessary and proportionate in cases of this nature neither to undertake an inspection, nor to hold a Tribunal hearing unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
7. The Tribunal in its Directions informed the parties that, unless either party objected, the Tribunal intended to determine the rent on the papers (written representations), paragraph 5.
8. Similarly, the parties were informed the Tribunal will not inspect the property but will seek to view it on the internet; and goes on to say if it considers it necessary, it may carry out an external inspection, paragraph 6.
9. The parties were directed to complete and return their Fair Rent Appeal Statement ('Statement') to form their statement of case, within specific time limits, paragraphs 8 – 12 inclusive. The Statement provides for photographs to be attached, to assist the Tribunal to understand the case and to help the party to present the issues.

10. Both Mr Moore and Ms Creswell have given Statements in accordance with the Tribunal's Directions.

The Property

11. 1 Regency Close is described as a ground floor, self-contained converted flat, circa 1835 with accommodation comprising, in outline, three rooms, one kitchen-diner and one bathroom/WC, outside – stores and a private garden.
12. Regency Close is within Sheerness Dockyard and runs in a north/south direction off Archway Road. From the photographs provided, the property forms part of a terrace built over basement, ground and two upper floors.

The Tenancy Agreement

13. The Tribunal has not been provided with a copy of the tenancy agreement, although from the RR1 it is understood to have commenced on 4 December 1997.
14. The tenant is responsible for the payment of Council Tax and Water Rates. Section 11 of the Landlord and Tenant Act 1985 ('the 1985 Act') applies. The tenant is responsible for internal decorations. The landlord is responsible for repairs and external decorations. Furniture is not provided under the tenancy. Whereas services are referred to in the landlord's application to the Rent Officer, no further quantifiable submissions are given on the subject.

Submissions – Fair Rent Appeal Statements

15. The Tribunal has considered the case *de novo* (from anew) and has limited its considerations to reach its decision to those points in the papers relevant to the determination of the fair rent.

Mr Moore's Statement

16. In addition to the RR1 submitted by Mr Moore, his Statement is dated 22 January 2026 in which he confirms the information in the Rent Register is accurate, other than the rent.
17. Mr Moore's description of the property aligns with that of the Rent Register: ground floor – one reception room, one kitchen/diner, two bedrooms, one bathroom/WC, outer and inner hallways and a pantry. In addition, there is reference to four large rooms in the basement, which the Tribunal understands are out of commission.
18. Under 'Features', Mr Moore confirms the property has central heating, the building is Grade II* listed with the windows having been recently refurbished, neither carets nor curtains nor White Goods have been provided by the landlord. Mr Moore goes on to confirm there is off-street parking, a private garden and use of communal gardens.
19. Under 'Improvements', Mr Moore lists various works he has carried out. The Tribunal has determined these works are not improvements within the meaning of the legislation but are works of ongoing repairs and

maintenance which are the responsibility of the landlord in any event. The Tribunal notes the property has central heating.

20. Under 'Service Charges' Mr Moore references the water supply, the grounds and garden maintenance and the gardener who maintains Ms Creswell's garden, but he gives no submissions on the amounts attributable to these 'services.'
21. Under 'Disrepair/Defects' Mr Moore says Ms Creswell is responsible for internal repairs; that is erroneous, Ms Creswell is responsible for the internal decorations only.
22. Under 'Any Other Comments' Mr Moore says the property is exceptionally well located, has 24-hour manned security and the Port is also patrolled. The Tribunal notes the security provisions are the sorts of services that might otherwise have been identified by the landlord as a part of the services attributable to the rental value.
23. Mr Moore confirms that he has let out the other two flats in the building, flats 2 and 3. Flat 2 was let on an assured shorthold tenancy at £1,100 per month, for a fixed term of 12 (twelve) months from 12 September 2025. Flat 3 was let on an assured shorthold tenancy at £900 per month, for a fixed term of 12 (twelve) months from 19 July 2023.
24. Mr Moore says the Maximum Fair Rent Order is not applicable and on the question of demand and supply says the apartments are very much in demand.

Ms Creswell's Statement

25. Ms Creswell's Statement is dated 10 February 2026 in which she confirms the information in the Rent register is accurate, other than the rent.
26. Ms Creswell's description of the property aligns with that of the Rent Register: ground floor – one reception room, one kitchen/diner, two bedrooms, one bathroom/WC, lobby, inner hallway and a pantry. In addition, there is reference to four rooms in the basement, which are out of commission.
27. Under 'Features', Ms Creswell confirms whereas the property has central heating, it has neither double glazing, nor carpets and curtains, nor White Goods. Ms Creswell goes on to confirm there is off-street parking, a private garden and use of communal gardens.
28. Under 'Improvements', Ms Creswell refers to what Mr Moore has outlined in his Statement and says, in effect, these works are repairs. Ms Creswell adds there is damp and mould in the lobby and the electrics also need attention [sic].
29. Under 'Disrepair/Defects' Ms Creswell refers to the poor condition of the basement and goes on to say the kitchen and bathroom are dilapidated with fixtures and fittings of an extremely poor standard (Ms Creswell's letter to the VOA dated 5 December 2025).

30. Under 'Any Other Comments' Ms Creswell says although access to the Port is through manned security, the residential quarter being privately owned is not covered by this.
31. Under 'Whether the demand for such properties exceeds supply' Ms Creswell says the area containing a set piece of historic buildings would not be immediately attractive.

The Law

When determining a fair rent, the Tribunal, in accordance with the Rent Act 1977 ('the Act'), section 70, had regard to all the circumstances including the age, location and state of repair of the property. It also disregarded the effect of (a) any relevant tenant's improvements and (b) the effect of any disrepair or any other defect attributable to the tenant or any predecessor in title under the regulated tenancy, on the rental value of the property.

In *Spath Holme Ltd v Chairman of the Greater Manchester & Lancashire Rent Assessment Committee* (1995) 28 HLR 107 and *Curtis v London Rent Assessment Committee* [1999] QB 92 the Court of Appeal emphasised:

- (a) that ordinarily a fair rent is the market rent for the property discounted for 'scarcity' (i.e. that element, if any, of the market rent, that is attributable to there being a significant shortage of similar properties in the wider locality available for letting on similar terms - other than as to rent - to that of the regulated tenancy) and
 - (b) that for the purposes of determining the market rent, assured tenancy (market) rents are usually appropriate comparable lettings. (These rents may have to be adjusted where necessary to reflect any relevant differences between those comparable lettings and the subject property).
32. Section 72A - Amounts attributable to services: In order to assist authorities to give effect to the housing benefit scheme under Part VII of the Social Security Contributions and Benefits Act 1992 or to assist the Secretary of State in the administration of universal credit, where a rent is registered, there shall be noted on the register the amount (if any) of the registered rent which, in the opinion of the rent officer or appropriate tribunal, is fairly attributable to the provision of services, except any amount which is negligible in the opinion of the officer or, as the case may be, the tribunal.
 33. The Tribunal is also to have regard to the Rent Acts (Maximum Fair Rent) Order 1999 ('the Order'), where applicable. Most objections and determinations of registered rents are now subject to the Order, which limits the amount of rent that can be charged by linking increases to the Retail Price Index ('RPI'). It is the duty of the Property Tribunal to arrive at a fair rent under section 70 of the Act, but in addition to calculate the maximum fair rent which can be registered according to the rules of the Order.
 34. If that maximum rent is below the fair rent calculated as above, then that

(maximum) sum must be registered as the fair rent for the subject property.

35. Section 2(7) of the Order is as follows, 'This article does not apply in respect of a dwelling-house if because of a change in the condition of the dwelling-house or the common parts as a result of repairs or improvements (including the replacement of any fixture or fitting) carried out by the landlord or a superior landlord, the rent that is determined in response to an application for registration of a new rent under Part IV exceeds by at least 15% the previous rent registered or confirmed.'
36. The tenancy is a statutory (protected) periodic tenancy and as such (not being for a fixed tenancy of 7 years or more) is subject to section 11 of the Landlord and Tenant Act 1985, which sets out the landlord's statutory repairing obligations; the tenant is responsible for internal decorations.

Considerations and Valuation

37. Having reviewed the papers, the Tribunal first considered whether it felt able to decide this case reasonably and fairly based on the papers submitted only, with neither an inspection, nor an oral hearing. Having read and considered the papers the Tribunal decided it could do so.
38. In the first instance the Tribunal determined the market rent per calendar month (per week) the landlord could reasonably expect to receive on the valuation date, 25 February 2026, on the assumptions the property was in good condition, with carpets (flooring coverings), curtains and white goods provided by the landlord.
39. The Tribunal has been provided with a screen shot of the Rent Officer's markets rents of self-contained converted flats with three rooms in the area and the adjacent postcodes. Mr Moore has provided copies of the tenancy agreements at flats 2 and 3 in the building as comparable lettings evidence. To determine the market rent of the property the Tribunal has considered the screen shot from the VOA, the comparable evidence provided by Mr Moore and its own general knowledge of market rents in the Sheerness area.
40. Taking the above into consideration and of its own general knowledge of market rents in the area, at the valuation date, the Tribunal determined the market rent of the property to be £900 per calendar month, before any adjustment(s) which it deemed appropriate to be applied.
41. From the submissions given by the parties and the information provided by the Rent Officer, the Tribunal has determined adjustments are required to be applied to the market rent to reflect: (1) no double glazing, (2) neither carpets nor curtains, (3) the tenant's provision of the White Goods, (4) the tenant's internal decorations' obligation, (5) the unmodernised kitchen, (6) the unmodernised bathroom/WC, and (7) general disrepair of the property.
42. The Tribunal concluded a deduction in aggregate of £245 per calendar month be applied to the market rent, made up of as follows:

No Double Glazing	£25
No Carpets (floor coverings) and Curtains	£50
White Goods	£45
Internal decorations' obligation	£25
An unmodernised kitchen	£25
An unmodernised bathroom/WC	£25
General disrepair	<u>£50</u>

£ Per Calendar Month £245

43. £900 per calendar month minus £245 per calendar month to equal £655 per calendar month (to equal £7,860 per annum).
44. Turning to the question of scarcity, that is whether the demand for such properties exceeds the supply, neither party has given any evidence on the subject. The Rent Officer has made a deduction from its adjusted market rent of 5% for the same. With its general knowledge of the lettings market in the area, the Tribunal has concluded there is no adjustment required for scarcity in this registration of fair rent. Accordingly, the uncapped fair rent is £7,860 per Annum.
45. The Tribunal is required to calculate the maximum fair rent prescribed by the Order in which the sum attributable to services is 'nil'. The Tribunal has calculated the maximum fair rent prescribed by the Order to equal £7,962.00 (Seven Thousand Nine Hundred and Sixty-Two Pounds) per Annum, when rounded up to the nearest 50 (Fifty) pence.

Decision

46. Accordingly, the Tribunal determined the Fair Rent of the property to be re-registered at **£7,860 (Seven Thousand Eight Hundred and Sixty Pounds) per Annum, to take effect from 25 February 2026.**
47. The capping provisions of the Rent Acts (Maximum Fair Rent) Order 1999 do not apply because the rent determined at paragraph 43 above is less than that prescribed by the Order.

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 a written application by email to rpsouthern@justice.gov.uk to the First-tier Tribunal at the Regional office which has been dealing with the case.
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 days' 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 days' 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.