

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/43UB/MNR/2025/0838
Property	Flat 3, Lavender Court, Molesham Way, West Molesey, Surrey, KT8 1NY
Tenant	Mr M R Barnes
Tenant's Representative	None
Landlord	Area Estates Limited
Landlord's Address	C/o Hamways, 104 Station Road East, Oxted, Surrey, RH8 0QB
Landlord's Representative	Ms A Langley
Date of Application	2 December 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr J G G Wilson MRICS – Chair Mr B W H Bourne MRICS
Date of Decision	25 March 2026
Rent Determined	£1,180.00 per Calendar Month
Date the new rent takes effect	31 December 2025

REASONS FOR THE DECISION

Background

1. On 17 July 2025, Ms Ashleigh Langley of Hamways, on behalf of the Landlord, issued a notice, understood by the Tribunal to have been by post, under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,155.00 per calendar month (pcm) in place of the existing rent of £1,100.00 pcm to take effect from 1 September 2025, 'the first notice'.
2. In an email dated 10 November 2025, Ms Charli Glover of Hamways (Tenancy Office – Credit Control) wrote to Mr Michael Barnes to inform him the increase in rent proposed in the first notice was outstanding.
3. In his Statement of Truth dated 2 December 2025 Mr Barnes confirms he had not received the first notice sent by post and that he had only become aware of the same when he was informed by Ms Glover of his rent arrears in her email dated 10 November 2025, which included a scanned copy of the same (see paragraph 2 above).
4. On 19 November 2025, Ms Langley served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,200.00 pcm in place of the existing rent of £1,100.00 pcm to take effect from 31 December 2025, 'the second notice'.
5. In his Rent Appeal Statement to the Tribunal dated 4 March 2026, Mr Barnes says '...the first increase is valid and not the second increase as this would appear to be two rent increases in one year...I have always received correspondence from them via the postal service and this is the first time I didn't receive the section 13 notice by post.'

Preliminary issue

6. The Tribunal has considered the question of which of the two notices given in this case is the valid notice as a Preliminary issue and has determined it to be the second notice. At paragraph 3 of the Guidance notes for tenants which accompanies a notice given under section 13(2) it says that if the tenant does not accept the proposed new rent, the notice can be referred to the Tribunal, but this must be done before the starting date of the proposed new rent, which for the first notice was 1 September 2025. Accordingly, Mr Barnes, having said he had not received the first notice until 10 November 2025, was out of time to appeal that notice.

7. The landlord accepted the tenant's account that the first notice had not been received and reissued it on 19 November 2025, as they are entitled to do so. The live notice is the second notice, irrespective that the landlord has proposed an increased rent from that previously proposed.
8. Mr Barnes' application under Section 13(4)(a) of the Housing Act 1988 to refer the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent is dated 2 December 2025.
9. The Tribunal has not been provided with a copy of the tenancy agreement, although Mr Barnes says in his application it began in 1963/1964. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

10. In his application Mr Barnes says all repairs are the responsibility of the landlord and that he is unable to supply details what repairs are the responsibility of the tenant as he has been unable to obtain the original tenancy agreement.

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

11. Mr Barnes has confirmed whereas communal cleaning and gardening services are provided under the tenancy, furniture is not provided.

Liability for Council Tax

12. 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.

13. None that the Tribunal has been informed of.

Inspection/Hearing

14. Neither party requested an oral hearing. The Tribunal has considered this case on the bases of the papers provided by the parties, having viewed the property on the internet and its own knowledge and specialist expertise.

The Property

15. Lavender Court is a circa 1960's purpose-built block of flats of brick construction with a pitched tiled roof. The property is a first floor flat offering the following accommodation:

Entrance hall, one reception room, two bedrooms, kitchen and one bathroom/WC. The Tribunal has been provided with a floor plan of the flat.

In addition, the property includes a garage.

Molesham Way runs off Hurst Road in the Hurst Park area of West Molesey, which is to the south of the river Thames and to the west of Hampton Court Palace.

Evidence

16. Ms Langley, on behalf of the landlord, has returned the Tribunal's Reply form, as has Mr Barnes on his own behalf. In addition, Mr Barnes has given further information in his application.

The Tenant.

17. Under 'Features' in his Statement, Mr Barnes confirms the landlord has provided double glazing and there is both a garage and off-street parking. Under 'Improvements', Mr Barnes says: new double glazing was installed by the landlord approximately five years ago, ceiling tiles have been replaced, similarly the bathroom and kitchen tiles have been replaced, and the storage heaters originally installed by the tenant have been replaced too.
18. Under 'Disrepairs/Defects', Mr Barnes says see attached photographs and adds that apart from the tiling and the lino in the bathroom, the bathroom and kitchen equipment are original 1960's. In an attachment to his Statement, Mr Barnes says water pours out of the overflow from the roof every time he puts the water heater on to take a bath and it takes three to four hours to heat the water in any event.
19. The photographs provided show items of disrepair in the bathroom and a unit and cupboards in the kitchen that had been replaced by his father.
20. Under 'Improvements' in his application, Mr Barnes says his father carried out all the work to the flat including carpets, central heating (there was no heating in the flat save two coil heaters), plumbing and electrical. Under 'Repairs', Mr Barnes says all are the responsibility of the landlord.

21. Under 'Your assessment of the rental value of the property', Mr Barnes says as a comparison his ground floor neighbour has the same property in a comparable condition, save a modernised bathroom and has a rent of £1,120 pcm. Mr Barnes goes on to say a fair (understood by the Tribunal to mean 'reasonable') rent for my property is in the range of £1,200 pcm to £1,155 pcm.

On behalf of the Landlord, Ms Ashleigh Langley of Hamways has given submissions.

22. In her Statement, Ms Langley has provided a floor plan of the property to confirm the layout and accommodation of the flat. Ms Langley says electric heating, double glazing and carpets are provided by the landlord. Ms Langley confirms there is both a garage and off-street parking.
23. Under 'Improvements', Ms Langley says in 2022 the property was redecorated throughout, the bathroom retiled, the kitchen worktops replaced, storage heaters and double-glazed windows were installed. Service charges are not applicable. Under Disrepairs/Defects, Ms Langley says neither disrepair nor defects as far as we are aware and goes on to say whereas the kitchen cabinets and the bathroom suite are both old, the worktops in the kitchen were replaced and the bathroom was retiled and redecorated in 2022.
24. Under 'Any Other Comments', Ms Langley says Hampton Court Station is 1.1 miles distant, which is a twenty-four minutes' walk.
25. Under 'Your assessment of the rental value of the property', Ms Langley says see attached. The attached is a schedule headed 'Comparable evidence...' The schedule is in tabular form, comprising four columns with headings: accommodation, tenancy type, tenancy commenced and current rent pcm. There are eleven (11) properties listed, with tenancy commenced dates from January 2019 to December 2025. The current rents range from £945 pcm to £1,600 pcm. There is no further information provided.

Determination and Valuation

26. The Tribunal finds the 'Comparable evidence...' provided by Ms Langley to be of little assistance. Mr Barnes says the rent at his neighbour's flat on the ground floor, which is the same as his, is £1,120 pcm. Mr Barnes concludes to say he thinks the rent is in the range of £1,120 pcm to £1,155 pcm.
27. Relying on its own expert, general knowledge of rental values in the area, the limited information given on the evidence provided by Ms Langley and what Mr Barnes has said, the Tribunal considers that the market rental of the subject Property to include a garage, modernised and in good order would be in the order of £1,400 per calendar month. 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 including having central heating, double glazing, white goods and carpets and curtains provided by the landlord.

28. From the information provided by the parties the Tribunal has concluded adjustments from the market rent are required to reflect the following: (a) there is no central heating, (b) there are no carpets and curtains, (c) there are no White Goods, (d) the kitchen is unmodernised, and (e) the bathroom is unmodernised with items of disrepair.
29. The Tribunal's rental valuation with adjustments is as follows:

Market Rent		<u>£1,400.00 pcm</u>
<i>Less</i>		
a) No central heating	£50.00	
b) No carpets and curtains	£50.00	
c) No White Goods	£45.00	
d) Unmodernised Kitchen	£25.00	
e) Unmodernised Bathroom/disrepair	£50.00	<u>£220.00</u>

Market rent

£1,180.00 pcm

Undue hardship

30. 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.
31. Mr Barnes has not given any submission to the Tribunal that the starting date for the new rent specified in the Notice would cause him undue hardship.

Decision

32. Therefore, the Tribunal determines the market rent at £1,180.00 per Calendar Month with effect from 31 December 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.