

	<b>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</b>
<b>Case Reference</b>	<b>HAV/43UH/MNR/2026/0018</b>
<b>Property</b>	<b>Flat 15, Filby House, Pitcher Lane, Ashford, Surrey, TW15 2EA</b>
<b>Tenants</b>	<b>Mr F D S Linares and Mrs P C D S B Linares</b>
<b>Tenants' Representative</b>	<b>None</b>
<b>Landlord</b>	<b>A2Dominion Residential Limited</b>
<b>Landlord's Address</b>	<b>113 Uxbridge Road, London W5 5TL</b>
<b>Landlord's Representative</b>	<b>Mr E Hanif, A2Dominion South Limited</b>
<b>Date of Application</b>	<b>2 February 2026</b>
<b>Type of Application</b>	<b>Determination of a Market Rent sections 13 &amp; 14 of the Housing Act 1988</b>
<b>Tribunal Members</b>	<b>Mr J G G Wilson MRICS – Chair Mr B W H Bourne MRICS</b>
<b>Date of Decision</b>	<b>25 March 2026</b>
<b>Rent Determined</b>	<b>£1,500 per calendar month</b>
<b>Date the new rent takes effect</b>	<b>25 February 2026</b>

## **REASONS FOR THE DECISION**

### **Background**

1. On 9 December 2025, Mr Ehsen Hanif on behalf of the Landlord served a notice under Section 13(2) of the Housing Act 1988 ('the 1988 Act') which proposed a new rent of £1,600 per calendar month(pcm) in place of the existing rent of £1,500 pcm to take effect from 25 February 2026.
2. On 2 February 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent (form Rents 1, their application).
3. The assured tenancy commenced on 25 February 2025, for a term of one year. The rental period is monthly.

### **Allocation of Repairs between Landlord and Tenants.**

4. The Tribunal has been provided with a copy of the tenancy agreement between the parties signed by each dated 18 February 2025 and 21 February 2025. The landlord is required to keep the structure of the premises in good repair. Similarly, the landlord is required to keep in good repair and proper working order any installations provided by the landlord for space heating, water heating, sanitations, for the supply of water, gas and electricity.
5. The tenants are responsible for internal painting, decorating, minor cracks and minor repairs only.

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

6. At section 7 (Furniture) and section 8 (Services) of their application, the tenants confirm that neither furniture nor any services are provided under the tenancy.

### **Liability for Council Tax**

7. The Tenants are 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.**

8. At under clause 2 of the tenancy agreement (the landlord's obligations), paragraph 2.3 (iv) and (vi), the tenants are responsible for '...internal painting and decorating...and minor cracks or internal decoration (plasterwork).'
9. The tenants are also responsible for minor repairs (clause 3, paragraph 3.15).

### **Inspection/Hearing**

10. 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**

11. Filby Court is a circa 2000's purpose-built block of flats of brick construction, over ground and four upper floors. The property is a third floor flat, with no lift, offering accommodation described in the papers as follows:

Hall, living room/kitchen, two bedrooms and one bathroom/WC.

In addition, there is a garage.

12. The Tribunal has neither been provided with a copy of an inventory, nor information on the property's benefits. From the photographs provided, the property is in a modern purpose-built block of flats, with central heating, double glazing, both wooden floors and carpets, curtains/window blinds and fully fitted kitchen and bathroom/WC.

The property is situated off Church Road, Ashford. Ashford railway station is close by.

### **Evidence**

13. Both the Tenants and the Landlord's representative returned the Tribunal's Reply forms (forms Rents 1A and Rents 1B).

#### *The Tenants.*

14. The Tenants have made the following comments in their application, supporting statement (dated 20 January 2026) and Rents 1B form (dated 10 March 2026):
  - a) The property is on the third floor and there is no lift.

- b) The tenants have neither carried out any improvement works nor replaced any fixtures, fittings nor furniture for which they are not responsible for under the tenancy agreement.
  - c) The parties' allocations for repairs are as outlined in paragraphs 4 and 5 above.
  - d) The corridor doors (understood by the Tribunal to be those in the common parts) do not have locks which cause security concerns. The garage gate is frequently out of service, and the communal bin area is poorly maintained.
15. In terms of the market rent the tenants say it is £1,450 pcm and go on to add this reflects the condition and facilities of the property and is realistic. In their form Rents 1B in reply to the landlord's form Rents 1A, section 2, paragraph 2.1, the box is blank.

### *The Landlord*

16. Whereas Mr Hanif has returned the Tribunal's form Rents 1A, it is dated 10 March 2026 and thereby was given outside the 28 days' time limit prescribed in form Rents 1.
- a) Mr Hanif has confirmed the various details given by the tenants in their application including the terms of the tenancy.
  - b) Mr Hanif confirms he wishes to charge the rent proposed in the section 13(2) notice, but the box into which any evidence for him to rely on to support the proposed market rent is blank.

### **Determination and Valuation**

17. Whereas the Tribunal has read all the contents of the bundle (the papers), it limits its discussion and considerations to those points relevant to reach its determination.
18. For these purposes the Tribunal is to determine the rent the property might reasonably be expected to let in the open market under an assured tenancy, which begins at the beginning of the new period specified in the notice, inter alia. The new period specified in the notice is 25 February 2026.
19. The tenants have informed the Tribunal that at the outset they had sought a longer-term agreement of two to three years to provide stability and go on to say the landlord's proposed increase and the timing of it was not what they had

reasonably expected. The Tribunal notes at this juncture the tenancy agreement is in a standard format and the notice given under section 13(2) of the 1988 Act is valid.

20. Pursuant to the tenants' application both parties have returned their respective forms to the Tribunal. The tenants have given limited submissions on their opinion of the market rent, £1,450 per calendar month. Whereas both parties have returned their respective forms (Rents 1A and Rents 1B), each has left the box into which their evidence on which they would seek to rely on blank.
21. Relying on its own expert, general knowledge of rental values in the area, and the limited submissions given by the tenants, the Tribunal considers that the market rental of the subject property in its modernised condition with the features as described to be in the order of £1,550.00 pcm. 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 white goods and curtains provided by the landlord, which is the case here.
22. From this level of rent the Tribunal has made adjustments in relation to the following:
  - a) The tenants' internal decorations and minor repairs obligation.
  - b) The items of disrepair to the common areas, the intermittent inoperability of the garage door and the poor maintenance of the bin area.

The full valuation is shown below:

Starting Rent	£1,550.00 pcm
<i>Less</i>	
a) The tenants' internal decorations etc.	£25.00
b) The items of disrepair etc.	<u>£25.00</u>
	£50.00
<b>Market rent</b>	<b>£1,500.00 pcm</b>

### **Undue hardship**

12. The new rent takes effect from the date specified in the landlord's Notice of Increase unless that would cause undue hardship to the tenants. 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.

13. The tenants have given submissions that an increase in rent would cause them hardship, having a substantial financial impact on their household.
14. The landlord did not respond to the tenants' application for postponement due to hardship.
15. As the Tribunal's determination of the new rent is to reaffirm the initial (current) rent payable under the tenancy, the Tribunal is not required to give a determination on the question of any undue hardship caused to the tenants.

### **Decision**

16. Therefore, the Tribunal determines the market rent at £1,500.00 per calendar month with effect from 25 February 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.