



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

**Case Reference** : **HAV/29UD/MNR/2025/0798**

**Property** : **12 Davidson Road  
Dartford  
Kent  
DA2 6FZ**

**Applicant Tenant** : **Mr S & Mrs A Dorman**

**Representative** : **None**

**Respondent Landlord** : **ALPF Single Family Home LP**

**Representative** : **Allsop Letting & Management**

**Type of Application** : **Determination of a Market Rent sections  
13 & 14 of the Housing Act 1988**

**Tribunal Members** : **Mr I R Perry FRICS  
Ms C D Barton MRICS**

**Date of Application** : **24<sup>th</sup> October 2025 received 20<sup>th</sup>  
November 2025**

**Date of Decision** : **23<sup>rd</sup> January 2026**

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**DECISION**

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## **Summary of Decision**

1. On 23<sup>rd</sup> January 2026 the Tribunal determined a market rent of £2,350 per month to take effect from 1<sup>st</sup> December 2025.

## **Background**

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 16<sup>th</sup> October 2025 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,350 per month, in place of the existing rent of £2,250 per month, to take effect from 1<sup>st</sup> December 2025. The notice complied with the legal requirements.
4. On 24<sup>th</sup> October 2025 the Tenants applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988. The Application was received by the Tribunal on 20<sup>th</sup> November 2025
5. The Tribunal does not routinely consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
6. The Tribunal issued Directions on 20<sup>th</sup> November 2025 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations. The parties were invited to make submissions which could include photographs or videos.
7. The Landlord's Agent and the Tenants submitted Reply Statements and supporting papers by the specified dates setting out their respective case. The papers were also copied to the opposing party.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 23<sup>rd</sup> January 2026 based on the written representations received.
9. These reasons address **the key issues** raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

## **The Law**

S14 Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy-
  - (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;
  - (b) which begins at the beginning of the new period specified in the notice;
  - (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and
  - (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.
- (2) In making a determination under this section, there shall be disregarded-
  - (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;
  - (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement-
    - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
    - (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and
  - (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.
- (3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates, or the following conditions are satisfied, namely-
  - (a) that it was carried out not more than twenty-one years before the date of service of the notice; and
  - (b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and
  - (c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.
- (4) In this section "rent" does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes

any sums payable by the tenant to the landlord on account of the use of furniture, in respect of council tax or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation.

### **The Property**

10. From the information given in the papers and available on the internet, the property comprises a three-storey house built in 2024 situated within a recent development of similar properties on the outskirts of Dartford.
11. The accommodation includes a hall, living room, kitchen/diner and cloakroom with wc all at ground level. On the first floor there are two bedrooms and a bathroom with wc, and on the second floor a master bedroom with ensuite shower room and wc.
12. Outside there is off-street parking for two cars and a rear garden.
13. The Energy Performance Rating for the property is 'B'.

### **Submissions**

14. The initial tenancy began on 31<sup>st</sup> August 2024 with a rent of £2,250 payable from the 1<sup>st</sup> day of every month.
15. The Tenants' Statement confirms that the property is centrally heated and has double glazed windows. Carpets, curtains and white goods are all provided by the Landlord.
16. The Tenants refer to issues that required works after they had taken occupation in 2024 including reseeding of the rear lawn, an ill-fitting patio door, an ill-fitting dishwasher door, leaks around a kitchen tap, and a lack of heating and hot water. Further issues arose with some mould in bedrooms and cracks around skirting boards and the staircase.
17. The Tenants aver that these works caused considerable inconvenience to them and that local facilities such as "transport links, shopping centres, schools etc" are not in themselves grounds for increasing the rent.
18. The Tenants aver that the comparable rental evidence provided by the Landlord relies primarily on rents achieved within the development, whereas similar properties within the wider area of Dartford are consistently advertised and let in the range £1,750 to £2,000 per month.
19. The Tenants provide Office of National Statistics information on rents per bedroom in the Dartford area, and live rental listings in Dartford which show that "the landlord's proposed figure sits at the upper end of the local rental market and is not typical for a standard 3-bedroom property".
20. The Tenants suggest that the Tribunal should determine a rent between £1,800 and £2,250.

21. The Tenants provided a number of photographs of small patches of mould in bedrooms, correspondence with the Landlord about the garden, and the heating and hot water system, a leak in the en-suite bathroom and the cracks to plasterwork and the staircase.
22. The Landlord's Agent Reply Statement dated 4<sup>th</sup> December 2025 confirms the accommodation and lists the amenities within the general area.
23. The Agent lists three recent lettings for the same house type let for £2,375 or £2,400 per month and three recent rent increases agreed for the same house type all let at £2,350.
24. The Agent states that "since the original renewal offer of £2,350..., three new lettings of the same house type have been achieved" as outlined above and asks the Tribunal to consider determining a higher rent of £2,400 per month.

### **Consideration and Valuation**

25. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having read and considered the papers, which including floorplans and photographs, it decided that it could do so.
26. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy **at the date specified in the Notice**. The personal circumstances of the Parties are not relevant to this issue, nor are historic repair and maintenance issues.
27. The Tribunal considered the rental evidence and statistics provided by the Parties but determined that the statistics were not in themselves to be relied upon for assessing a rent of a single property, and the rental evidence from the Landlord's Agent of rents achieved on the same development carried considerable weight.
28. Having carefully considered the representations from the parties and associated correspondence, and using its own judgement and knowledge of rental values in the Dartford area and having due regard to the evidence of other rents achieved for the same house type the Tribunal decided that the market rent for the subject property if let in a condition that was usual for such an open market letting would be £2,350 per month.
29. Such an open market letting would be for a tenantable property in good order with the Landlord responsible for internal decoration and on the basis that carpets, curtains and white goods would all be provided by the Landlord, as they are in this case.
30. The Tribunal noted the repair issues that had occurred but determined that these were all relatively minor snagging issues that are usual for a new build property and no adjustment to the rent should be made to reflect these minor historic issues.

31. The Tenant made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenant undue hardship.

**Determination**

32. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy as at the date in the Notice was £2,350 per month.
33. The Tribunal directed that the new rent of £2,350 per month should take effect from 1<sup>st</sup> December 2025, this being the date specified in the notice.

**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 written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
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-day 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-day 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.