



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

Case reference : **CAM/OOKF/MNR/2025/0607**

HMCTS code : **P:PAPERREMOTE**

Property : **301A Eastwood Road North, Leigh-on-Sea, Essex, SS9 4LT**

Applicant (Tenant) : **S Basra**

Respondent (Landlord) : **D Jennings**

Type of application : **Determination of a Market Rent:
Sections 13 and 14 Housing Act
1988**

Tribunal members : **Mr P Roberts FRICS CEnv**

Date of Determination : **2 May 2025**

DECISION

This has been a remote determination on the papers which the parties are taken to have consented to, as explained below. The form of determination was a paper determination described above as **P:PAPERREMOTE**. The documents that the Tribunal was referred to are in bundles from the Applicant and the Respondent. The Tribunal has noted the contents and the decision is below.

Decision

The Tribunal determined a market rent of £900 per calendar month effective from 24 January 2024.

Reasons

Background

1. On 13 November 2024 the Landlord's agent (Wheeldon & Deacon) served notice under section 13 (2) of the Housing Act 1988 to increase the passing rent from £800 per calendar month (pcm) to £900 per month with effect from 24 December 2024.
2. This rent is stated to be exclusive of Council Tax, Water Charges and fixed service charges.
3. The Tenant made an undated application to the Tribunal in reliance on section 13 (4) of the Housing Act 1988.
4. The Tribunal issued directions on 31 October 2024, inviting the Parties to submit any further representations (including any photographs and details of rentals for similar properties) they wished the tribunal to consider.

The Property

5. The Tribunal has relied upon the submissions of the Parties together with information in the public domain including Sales Particulars on Rightmove and Google Street images.
6. The Property is located at the rear of the end unit within a shop parade adjacent to a Public House known as Woodcutters Arms. The parade includes The Med (grill and restaurant) and the Golden Dragon (Chinese takeaway).
7. The accommodation comprises a lounge, kitchen, bedroom and shower room and benefits from central heating, double glazing, carpets and cooker. There is a private garden. The Tribunal understand that car parking is secured by means of a separate arrangement.

The Tenancy

8. The Tenant occupied the Property by virtue of an Assured Shorthold Tenancy that commenced 17 May 2022 for a term of 6 months.
9. The rent reserved under this Tenancy was £800 pcm.
10. The Tenant's obligations in respect of the maintenance of the Property are set out within the Tenancy at Section 3 whilst the Landlord's

obligations are set out in sections 4 and 6. The Tribunal has had regard to the provisions set out therein.

The Law

11. Section 5 (3) of the Act provides that the periodic tenancy arising on expiry of the Assured Shorthold Tenancy is one:
 - “(a) taking effect in possession immediately on the coming to an end of the fixed term tenancy;*
 - (b) deemed to have been granted by the person who was the landlord under the fixed term tenancy immediately before it came to an end to the person who was then the tenant under that tenancy;*
 - (c) under which the premises which are let are the same dwelling-house as was let under the fixed term tenancy;*
 - (d) under which the periods of the tenancy are the same as those for which rent was last payable under the fixed term tenancy; and*
 - (e) under which, subject to the following provisions of this Part of this Act, the other terms are the same as those of the fixed term tenancy immediately before it came to an end, except that any term which makes provision for determination by the landlord or the tenant shall not have effect while the tenancy remains an assured tenancy”*
12. Section 14 (1) of the 1988 Act provides that the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing landlord under an assured tenancy:
 - a. “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 rent) are the same as those of the existing tenancy.”*
13. Section 14 (2) of the 1988 Act requires the Tribunal to disregard:
 - 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 (as defined by section 14 (3) of the Act) otherwise than as an obligation;*

- 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.”*
- 14. Section 11 of the Landlord and Tenant Act 1985 (the 1985 Act), provides that the Tribunal is to imply a covenant by the Landlord:
 - a. “to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes),*
 - b. to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and*
 - c. to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.”*
- 15. Section 14 (7) of the 1988 Act states:

“Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal (subject, in a case where subsection (5) above applies, to the addition of the appropriate amount in respect of rates) shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.”

Representations – The Tenant

- 16. The Tenant raised a number of points which can be summarised as follows:
 - a. Excessive noise from the Chinese Restaurant and Public House
 - b. No clearance under the front door
 - c. Insufficient ventilation giving rise to mould
 - d. Ability to pay the rent
 - e. Potential loss of parking
 - f. Shower step is too high
 - g. Antisocial behaviour

Representations – The Landlord

17. The Landlord advised that, as at 19 January 2025, *“Rightmove displayed 13 1 bed flats to rent in Leigh-on-Sea. The average of asking rents for these flats was £1,065 pcm.”*
18. The Tribunal noted that the Landlord advised the Tenant on 20 September 2024 that *“...We did contact 3 other tenants of similar properties at the same time for the same purpose. They have agreed the new figures but we understand that you do not agree...”*

Determination

19. For clarity, the Tribunal has had regard to all the correspondence and evidence provided by the Parties but is unable to refer to or make observations in respect of each point and document provided to it.
20. In determining the market rent, the Tribunal has regard to prevailing levels of rent in the general locality and achieved rental values in respect of other properties of comparable accommodation and provision that would be likely to be considered by a prospective tenant. The current rent, and the period that has passed since that rent was agreed or determined is not relevant.
21. Previous changes in rent are not, therefore, relevant as the Tribunal is required to assess the rent that would be offered by a prospective tenant who has no knowledge of the existing or previous rents. Similarly, historic rents achieved elsewhere are of limited relevance.
22. The legislation requires the Tribunal to have regard to market demand assuming that the landlord is willing. The Tribunal is therefore unable to have any regard to the personal circumstances or identities of the actual landlord and tenant in assessing the level of rent.
23. It is therefore irrelevant whether or not the Landlord requires the rent to be at a certain level to fund its liabilities and/or its repair obligations under the lease or whether the Tenant feels that the services provided by the Landlord are “value for money.” As such, the cost of property maintenance to the Landlord does not affect the rent that would be offered by a prospective tenant in the market and must be disregarded.
24. The Tribunal has taken the proximity of the Property to the surrounding food and drink businesses and the resulting disturbance into account on the basis that an incoming tenant would pay less for the Property than they would for an otherwise identical property that is not surrounded by such businesses.
25. In this regard, the Tribunal has reviewed all the evidence provided and applied its own knowledge and expertise thereby determining the market rental of the Property, having regard to its setting and location, effective from 24 December 2024 at **£900 pcm**. The rent payable may

not, therefore, exceed this figure. However, this does not prevent the Landlord from charging a lower figure.

26. The Tribunal wishes to emphasise that it has noted that the Landlord's original offer was £850 pcm (i.e., below the determined rent of £900 pcm) but would point out that the effective date of the determined rent is after that offer was made since when rental values have continued to increase.

Name: Peter Roberts FRICS CEnv

Date: 2 May 2025

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).