



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

Case Reference : **HAV/29UG/MNR/2025/0776**

Property : **Anchorage, Watling Street, Gravesend,
Kent, DA12 5UD**

Applicant/ Tenant : **Mr A Wilmot**

Representative : **None**

**Respondent/ T
Landlord** : **National Highways**

Representative : **Carter Jonas**

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

Tribunal Members : **Mr W H Gater FRICS
Mr M C Woodrow MRICS**

Date of Application : **21 September 2025**

Date of Decision : **2 February 2026**

DECISION

Summary of Decision

1. The Tribunal determines a market rent of £2,450 per month to take effect from 1 October 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 29 July 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,450 per month, in place of the existing rent of £2,100 per month, to take effect from 1 October 2025 . The notice complied with the legal requirements.
4. On 21 September 2025 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
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 10 October 2025 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations and without a hearing. The parties were invited to make submissions which could include photographs or videos.
7. Neither party complied with these directions but after prompting by the Tribunal, the Landlord and Tenant both submitted Rent Appeal Statements which had been copied to the opposing party.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case based on the written representations received.
9. These reasons address in summary form the key issues raised by the parties. They do not recite each and every detailed 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 large 5-bedroom detached house formed by the extension of a smaller property.
11. It is situated in a group of similar property's backing on to Watling Street, a main thoroughfare. From information available online it appears to have a frontage to Sheldon Heights.
12. The initial tenancy began in December 2019. Neither party has provided the Tribunal with the tenancy agreement. The tenancy is described by the Tenant as "rolling" and it is assumed that the tenancy agreement has expired and that there are no terms that carry over into the statutory periodic tenancy.

Submissions

13. The Tenant states that the property has a kitchen, dining room, front room, utility and 2 reception rooms on the ground floor and 3 bedrooms and a bathroom on the first floor.
14. In relation to condition the Tenant says that there have been constant issues with heating and the conservatory doors which have been the same since 2019 and the front door has issues with being closed properly. Mole hills in the garden have not been resolved. There are constant issue with drainage and resultant odours. There is low water pressure. He attributes the problems to the poor quality of the renovation in 2018.
15. The Tenant states that they have made major improvements by replacing stained carpets, extended and made good the muddy two car driveway. They have made good the garden and fitted decking to the patio area. They have paid for the heating to be repaired.
16. The Tenant refers to a 3 bedroomed detached house on Whitehill Road Gravesend offered at a rent of £1,900 per month.
17. The Landlord's Statement says that the accommodation comprises a gated entrance with parking for two cars leading to entrance porch, reception hall, large kitchen/dining room, utility room, cloakroom, conservatory, study/snug, two reception rooms , master bedroom with ensuite shower room and dressing room, further double bedroom with ensuite, three further bedrooms and family bathroom.

The Landlord makes no comment on the condition of the property.

18. The Landlord refers to rents on two other properties obtained from the Rightmove site:-
 - a. A 5-bedroom detached house in Fordwich Drive Frindsbury with 3 reception rooms 5 bedrooms, two ensuite and a bathroom. This appears to be offered by Rightmove at £2,700 per month.
 - b. A 5-bedroom detached house in Harvest Lane Gravesend with 3 reception rooms , 5 bedrooms, two ensuite. £2,750 per month.

Consideration and Valuation

19. 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 it decided that it could do so.
20. The lack of provision of any photographs by either party is unhelpful to the Tribunal and it has considered the case on the evidence provided and that which is available online.
21. The parties differ on the exact accommodation provided and on balance the Tribunal accepts the more specific description provided by the Landlord. The Tribunal also noted the property has an energy performance rating of “C” which records a floor area of 244 square metres.
22. The Landlord did not respond to the direction to provide a copy of the tenancy agreement and made no reply to the question on condition of the property.
23. The Tribunal finds that there is insufficient evidence to support the Tenant’s claims regarding defects at the property and replacement of some carpets.
24. 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. The personal circumstances of the Parties are not relevant to this issue.
25. Having carefully considered the representations from the parties, information available online and using its own judgement and knowledge of rental values in the region, the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £2,500 per month.
26. Such an open market letting would be for a Tenanted 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. This is not the case in respect of this property.
27. The Tribunal decided that an adjustment should be made to reflect the fact that the usual set of white goods has not been provided and that the property has not been let with a fridge and washing machine. To reflect this the Tribunal , using

its experience makes an adjustment of £50 per month from the gross rent of £2,500 per month.

28. 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

29. 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 was £2,450 per month.
30. The Tribunal directs that the new rent should take effect from 1 October 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 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.