

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/OOKF/MNR/2026/0022
Property	442 Fairfax Drive Westcliff on Sea SSo 9RN
Tenant	Ms Quinta Ebot Arrey
Tenant's Representative	-
Landlord	Calvy Property Services Limited
Landlord's Address	c/o The Accommodation Shop 47 High Street Dover CT16 1EB
Landlord's Representative	The Accommodation Shop
Date of Application	8 February 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mrs E Flint FRICS
Date of Decision	16 April 2026
Rent Determined	£700 per month
Date the new rent takes effect	10 April 2026

REASONS FOR THE DECISION

Background

1. On 4 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £900 per calendar month(pcm) in place of the existing rent of £750 pcm to take effect from 10 April 2026.
2. On 8 February 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured tenancy commenced on 10 March 2021 for a term of six months. The rental period is calendar monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

Liability for Council Tax

5. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Inspection

6. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of an inspection, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

7. The Tribunal carried out an inspection of the Property on the morning of 16 April 2026 in the presence of the Tenant, the Landlord was notified of the inspection but did not attend.

8. The Property is a maisonette on the first and attic floors of a converted end terraced building constructed c1900. It appeared to have been a commercial premises on the ground floor with residential above prior to the current configuration. It was situated on a busy main road with access to the maisonette via a door in the flank wall.
9. The accommodation, which was approached via a steep staircase, comprised on the first floor a living room overlooking the main road, kitchen and bathroom/wc to the rear and on the upper floor two bedrooms, the floor area of both of which was limited due to the slope of the main roof and size of the dormer.
10. Central heating was provided via a gas fired boiler located in the kitchen. The windows were double glazed, Several of the seals were blown, the window in the living room in the flank wall could not be fully closed and the window handle in the bathroom was broken.
11. The kitchen was basic, some of the tiles of the splashback had come away from the wall, there was a cracked lintel on the rear wall above and right hand side of the window. The main knob on the oven was missing. The white goods were the tenant's. The bathroom had a dated and worn white suite.
12. Throughout the accommodation there was evidence of black mould. The plaster in the ground floor lobby was shot due to rising damp. The skirting adjacent to the upper staircase was in very poor condition
13. There was no outside space demised with the maisonette.
14. Externally the property was in poor condition. The solid walls were rendered. There was evidence of cracking in the painted render. The front door was difficult to close, its decorative condition was poor.

Evidence

15. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

16. The Tenant made the following comments:
 - a) The tenant stated that the maisonette suffered from damp and mould and longstanding disrepair. The radiator in the living room was not working.
 - b) The mains switch was located in the ground floor. Consequently, there have been occasions when the tenant in the ground floor has switched off

the electricity for the upper unit when going away for a few days. This resulted in there being no power or heating.

- c) The tenant referred to a report carried out by an environmental health officer in which the various hazards were listed and advising the landlord that the council intended to issue an improvement notice. The hazards were listed as Category 1 hazard: excess cold, category 2 hazards: damp and mould and fire.
- d) The tenant had not provided any comparable evidence because she stated there were no flats available in a similar condition. Properties on the market were modernised and in good repair.

The Landlord

- 17. The landlord stated that the property had been inspected recently and appeared to be in generally good order. A plumber had been instructed to inspect the toilet where the water was running continuously; an electrician had been instructed to inspect the extractor in the kitchen and a quotation was being sought for the fencing works. It was asserted that the minor condensation/mould in one of the bedrooms together with the repairs referred to would not affect the rental value.
- 18. Rightmove references to four comparables were referred provided. However, no details were provided, not even the amount of the rents, and I was not able to find the references on the public website.

Determination and Valuation

- 19. Relying on my own expert, general knowledge of rental values in the area, I am of the opinion that the market rental value of the subject Property modernised and in good order would be in the order of £1000 pcm. This is the rent I 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.
- 20. I have adjusted the hypothetical rent by £300 to reflect the condition of the property, poor quality kitchen and bathroom fittings and lack of white goods. The open market rent of the subject in its present condition is £700 pcm which is payable with effect from 10 April 2026 in accordance with the effective date in the landlord's notice.

Market rent

£700.00 pcm

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 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.
13. However, as the rent determined is below the existing rent there is no need to consider the tenant's claim to hardship.

Decision

14. Therefore, the Tribunal determines the market rent at £700 per calendar month with effect from 10 April 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.