

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/29UD/MNR/2026/0015
Property	131 Burroughs Drive Dartford Kent DA1 5TW
Tenant	Mr O Nomayo
Tenant's Representative	None
Landlord	Mr A Lawal
Landlord's Address	
Landlord's Representative	None
Date of Application	4th January 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	I R Perry FRICS S J Hodges FRICS
Date of Decision	23rd April 2026
Rent Determined	£2,300 per calendar month
Date the new rent takes effect	21st January 2026

REASONS FOR THE DECISION

Background

1. On 14th December 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,400 per calendar month (“pcm”) in place of the existing rent of £2,100 pcm to take effect from 21st January 2026.
2. On 4th January 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 21st May 2023. The rental period is monthly.
4. The Tenant submitted that, as the Landlord had served a notice for possession of the property the s13 Notice of Rent Increase was invalid.
5. The Tenancy is in the names of Owen Nomayo and Douye Nomayo. On 17th April 2026 Douye Nomayo confirmed to the Tribunal that Owen Nomayo had authority to act on their behalf.

Allocation of Repairs between Landlord and Tenant.

6. None.

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

7. None.

Liability for Council Tax

8. The Tenant is 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.

9. None

Inspection/Hearing

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

The Property

11. The Property is a modern terraced house with accommodation on 3 levels. A floor plan supplied shows a hall, living room/kitchen, cloakroom with wc, 4 bedrooms, study, bathroom with wc and ensuite shower room with wc. Outside there is a garden and an off-road parking space.

Evidence

12. Both the Tenant and the Landlord returned submissions to the Tribunal. The Tenant included a number of photographs and the Tribunal was provided with a copy of the inventory taken at the beginning of the tenancy in May 2023.

The Tenant.

13. The Tenant made the following comments:
 - a) The Tenant stated that there are some broken buckets/drawers in the freezer, a window that is permanently locked and faulty double-glazed doors that do not seal completely and a broken oven.
 - b) The Tenant states that there has been a recurring mice infestation and historic prolonged leaks/disrepair which prompted a referral to the Local Authority Housing Department.
 - c) The Housing officer understood that a pest control professional had been to the house and had found no evidence of mice.

The Landlord

14. The Landlord made the following comments:
 - a) The Landlord states that nearby comparable properties are advertised at asking rents between £2,400 pcm and £2,600 pcm.

- b) The Landlord states that the independent inventory confirms that the property was in good condition and professionally cleaned at the commencement of the tenancy.

Determination and Valuation

15. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £2,400 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.
16. From this level of rent, the Tribunal has made an adjustment of £100 per month to reflect general wants of repair.

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. The Tenant has asked the Tribunal to fix a later starting date in this case. He says he will otherwise be caused undue hardship but has provided no evidence of his financial circumstances.
14. The Landlord did not respond to the Tenant's application for postponement due to hardship.

Decision

15. Therefore, the Tribunal determines the market rent at £2,300 per calendar month with effect from 21st January 2026, this being the date specified in the Notice.

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.