

	<p>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</p>
<p>Case Reference</p>	<p>HAV/29UD/MNR/2026/0093</p>
<p>Property</p>	<p>13 Heathcote Street, Stone, Dartford, Kent DA2 6GT</p>
<p>Tenant</p>	<p>Mojisola Oshodi and Eniola Oshdi</p>
<p>Tenant's Representative</p>	<p>n/a</p>
<p>Landlord</p>	<p>ALPF Single Family Homes (Allsop Letting & Management)</p>
<p>Landlord's Address</p>	<p>8th Floor, Platform Building New Station, Leeds LS1 4JB</p>
<p>Landlord's Representative</p>	<p>n/a</p>
<p>Date of Application</p>	<p>29th March 2026</p>
<p>Type of Application</p>	<p>Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988</p>
<p>Tribunal Members</p>	<p>Judge David Cowan – Chair Bruce Bourne MRICS</p>
<p>Date of Decision</p>	<p>11th June 2026</p>
<p>Rent Determined</p>	<p>£2363</p>
<p>Date the new rent takes effect</p>	<p>1st May 2026</p>

REASONS FOR THE DECISION

Background

1. On 3rd March 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2375 per month in place of the existing rent of £2195 per month to take effect from 1st May 2026.
2. On 29th March 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenants referred the Landlord's purported notices proposing a new rent to the Tribunal for determination of a market rent.
3. The tenancy commenced on 31st March 2025 for the term of one year. The rental period is monthly.

Validity Of Notice – Section 13 of the Housing Act 1988

4. In their application form, the Tenants indicated that they believed that the Landlord's notice was valid.

Allocation of Repairs between Landlord and Tenant.

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

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

6. The Tenants state that no furniture is provided by the Landlord. Wireless broadband is included in the rent.

Liability for Council Tax

7. The Tenants are 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.

8. No other terms of the tenancy were taken into consideration in determining the rent.

Hearing

9. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the Tenants and the Landlord, and its own knowledge and specialist expertise. The Landlord did not make representations nor supply evidence.

The Property

10. The Property is a semi-detached house, offering the following accommodation:

Property: three bedrooms, three bathrooms, kitchen, living room

Outside: rear garden, driveway, small shed

The property appears to have been nearly new at the time of letting. It benefits from central heating and double glazing, air-source heating with a car parking space.

The Property is situated in Dartford on an estate built predominantly for renting. The property was designed as a "Palm" format.

Evidence

11. The Tenants completed the relevant MR1. The Landlord replied using Form 1A. The Tenants responded to the Landlord's reply.

The Tenants

12. The Tenant made the following comments:

- a) The proposed increase appears high in the current economic climate.
- b) Higher rental levels are contributing to a rise in vacant properties.
- c) Others have raised similar concerns over rent rises.
- d) An identical property next door was being advertised for £2275.
- e) They proposed a rent increase of £50 per month.
- f) There have been repairing issues at the property which affect the property's condition and overall enjoyment. Photographs of such repairs and a commentary on the Landlord's repairing record were provided in their response. The commentary indicated that certain repairs remained

outstanding, including but not limited to the patio door and following water ingress.

13. The Tenants provided a range of comparables, drawn from RightMove and other websites, including for the next door property. The range of rents for these properties was from £1800 - £2300. Their reply to the Landlord's comparables included properties from £1650 - £2375.

The Landlord

14. The Landlord asserted that the most recent lease renewals prior to 1st May 2026 for properties of the same type (ie "Palm") had achieved the following rents:
 - a) Stone Lodge Road - February 2026 - £2,425pcm
 - b) Heathcote Street - December 2025 - £2,400pcm
 - c) Heathcote Street - October 2025 - £2,415pcm
 - d) Stone Lodge Road - October 2025 - £2,415pcm
 - e) Heathcote Street - August 2025 - £2,400pcm
15. They provided a repair record for the subject Property.
16. The also supplied a "Best Price Guide" for comparable properties within three miles of the subject Property with rents between £2350 - £2750

Determination and Valuation

17. The Tribunal considered all the comparables provided by the Tenants and the Landlord. The Tribunal considered the property which provided the closest comparable was that suggested by the Tenants, and which was the next door property, which was also of the "Palm" design.
18. Although that property was marketed at £2275 as the rent, the Tribunal noted that the contractual rent was in fact stated to be £2375. The reason for its marketing at an amount below the contractual rent was due to a £1200 rent incentive should a tenant move in to the property before the end of March 2026.
19. The Tribunal also noted that the advertised rents for comparable properties on Colemans Close supplied by the Tenants were £2375.
20. Other properties offered by the Tenants as comparables were older, not of comparable quality, or did not provide the same level of amenity.
21. The Landlord did not provide evidence of achieved rents, and the Tribunal was unable to determine whether they had the same or different levels of amenity as that occupied by the Tenants.

22. In relation to the properties offered by the Landlord as comparables, these appeared to be of a different specification, and/or it was unclear whether the advertised rents included any "rent incentive", and only indicated the number of bedrooms at the property.
23. Relying on its own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £2375 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties including having white goods provided by the Landlord.
24. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) The standard of fixtures and fittings at the Property (including the water stain damage, drainage issues, ill-fitting patio door, tape left over, and general "snagging" issues noted by the Tenants).

The full valuation is shown below:

Starting Rent	<u>£2375 pm</u>
<u>Less</u>	
a) Items given under a) above	£12
Open-Market Rent	£2363 pcm

Undue hardship

25. 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.
26. The Tenants have asked the Tribunal to fix a later starting date in this case. The Tenants say they will be caused undue hardship because
 - a) The cost of living, including rises in council tax and electricity.
 - b) They have two young children, one of whom has recently been diagnosed with Autism Spectrum Disorder. They are applying for Disability Living Allowance but, until they receive that, they are managing within their existing income.
 - c) A move would be disruptive to their son with ASD.

27. The Landlord did not provide any evidence of which they wished the Tribunal to take account.
28. As a result of our decision the rent will increase by £168 per month. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.
29. While the Tribunal empathises with the Tenants' situation, the cost of living affects all households. Their child's diagnosis enables the Tenants to access other sources of income but does not create undue hardship in terms of the rent payment date. Finally, a move may be disruptive but it was not clear to the Tribunal on the evidence that a move would be necessary.

Decision

30. Therefore, the Tribunal determines the market rent at £2363.00 per calendar month with effect from 1st May 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 (rule 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.