

	<p>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</p>
<p>Case Reference</p>	<p>HAV/29UG/MNR/2026/0071</p>
<p>Property</p>	<p>12 Hindmarsh Crescent, Northfleet, Gravesend, Kent, DA11 8FD</p>
<p>Tenant</p>	<p>Mr Russell Clive Swift</p>
<p>Tenant's Representative</p>	<p>Mrs C Swift</p>
<p>Landlord</p>	<p>Hyde Housing Association</p>
<p>Landlord's Address</p>	<p>30 Park Street, London, SE1 9EQ</p>
<p>Landlords' Representatives</p>	<p>Ms Natalie Loveman &amp; Ms Donna Jones, Hyde Housing Association</p>
<p>Date of Application</p>	<p>20 April 2026</p>
<p>Type of Application</p>	<p>Determination of a Market Rent, sections 13 &amp; 14 of the Housing Act 1988</p>
<p>Tribunal Members</p>	<p>Mr J G G Wilson MRICS – Chair Ms S Johnson</p>
<p>Date of Decision</p>	<p>16 June 2026</p>
<p>Rent Determined</p>	<p>£1,085 per Calendar Month</p>
<p>Intermediate Market Rent</p>	<p>£868 per Calendar Month</p>
<p>Date the new rent takes effect</p>	<p>8 April 2026</p>

## REASONS FOR THE DECISION

### Background

1. On 2 February 2026 Hyde Housing Association ('Hyde'), the landlord, served a notice under Section 13(2) of the Housing Act 1988 ('the 1988 Act') which proposed a new rent of £869.60p per calendar month (pcm) in place of the existing rent of £786.40p to take effect from 8 April 2026.
2. In their covering letter to Mr R Swift (the tenant) dated 2 February 2026, Hyde explain that the rent applicable to the property is an 'intermediate market rent', which is calculated at 80% of the corresponding market rent. Accordingly, the proposed new rent of £869.60p is calculated by applying 80% to a market rent of £1,087.00p per calendar month.
3. On 20 April 2026 (received by the Tribunal on 22 April 2026), under Section 13(4)(a) of the Housing Act 1988, Mr Swift referred the landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
4. The landlord is required to have sent their reply and evidence (their form Rents 1A) to the Tribunal within 28 days. Correspondingly, the tenant is required to have sent his reply to the landlord's case (his form Rents 1B) to the Tribunal within 14 days of receipt of the same.
5. The assured tenancy provided to the Tribunal is for a fixed term of six months commencing 8 September 2017. The rental period is monthly, payable in advance on the first day of every month.

### Allocation of Repairs between Landlord and Tenant.

6. Repairs – at clause (5.2) of the agreement, the tenant covenants to keep the interior of the property and contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the property reasonably aired and warmed.
7. At paragraph 4 of the General Notes it says, 'section 11, Landlord and Tenant Act 1985 ('the 1985 Act') – these obligations require the landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the property for space heating and hot water.
8. In short, section 11 of the 1985 Act applies to the tenancy.

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

9. Mr Swift has confirmed that neither are there any services provided by the landlord under the tenancy, nor is there any furniture provided too.

#### Liability for Council Tax

10. The tenant is responsible for the payment of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

11. None that have a material effect on the market rent.

#### Inspection/Hearing

12. The parties have requested neither an oral hearing, nor an inspection of the property. Accordingly, the Tribunal has considered this case on the bases of the papers provided by the parties, which includes various photographs, the Tribunal having viewed the property on the internet and its own knowledge and specialist expertise.

#### The Property

13. In his application Mr Swift describes the property as a second floor flat, with accommodation to comprise: reception room with open plan kitchen, one bedroom and one bathroom/WC.
14. From the photographs provided, Hindmarsh Crescent is of traditional brick construction with a pitch tiled roof.
15. In their Rents 1A form, the landlord agrees with the tenant's description of the property.
16. Hindmarsh Crescent is to the north of the A2, just to the south of Sawyer's Lake.

#### Evidence

17. Whereas Mr Swift has not submitted a Statement (Rents 1B reply), he has given submissions in his Rents 1 form in which he says he has been assisted by Mrs C Swift. Ms Natalie Loveman and Ms Donna Jones have submitted the landlord's Rents 1A form dated 21 May 2026, albeit it has been signed by Ms Loveman only.

### *The Tenant – Mr R Swift*

18. Under section 5 – Details of your tenancy, Mr Swift says: (1) his current rent is £786.40p per month, (2) the rent payable includes neither Council tax, nor any charges for utilities, and (3) the tenancy commenced on 8 September 2017. Mr Swift goes on to confirm that neither he, nor any former tenant have carried out improvements for which they were not responsible under the terms of the tenancy.
19. Mr Swift says the market rent payable is not more than £824.00 per month.
20. Mr Swift has provided the Tribunal with details from Inside Housing which says, 'Social landlords in England including Housing Associations like The Hyde Group, are permitted to increase social rent by up to 4.8% for the 2026-27 financial year...'
21. The Tribunal understands that to increase the current rent payable of £786.40p per month by 4.8% is to equal £824.15p per month, say £824.00p per month, which is the sum Mr Swift says the rent payable is not more than.
22. The extracts from Inside Housing include a paragraph headed 'Rent Types', which says, 'While social rents are capped, other types like intermediate market rent (IMR) may have different, often higher, increases.'
23. From the photographs provided, coupled with Mr Swift's application, the Tribunal understands the property has central heating, double glazing, blinds and a fully fitted kitchen with a cooker and a refrigerator having been provided by the landlord.
24. Mr Swift concludes to say the proposed new rent is an increase of 9.56%, and the Government recommends an increase of no higher than 4.8%.

### *The landlord – Ms N Loveman and Ms D Jones*

25. In their letter to Mr Swift to accompany the notice proposing the new rent dated 2 February 2026, Hyde say the new monthly rent charges for the year 2026/27 will be £869.60p. Hyde go on to say, 'The intermediate market rent value for your property is 80% of market rent, which is based on the average local market rate for the type of property you rent.'
26. In their Rents 1A form, the landlord says, (1) they served the section 13 rent increase notice referred to the Tribunal by the tenant, (2) they agree the details of the tenancy given by the tenant, (3) they agree the details of the property and

the tenancy agreement given by the tenant in his application form, (4) they do not agree to the rent proposed by the tenant, and (5) they wish to charge the rent proposed in their notice.

27. Thereafter the landlord sets out their valuation evidence and says, (1) Rents are set in line with government legislation, the tenancy is an intermediate Market Rent therefore based off the market rents for similar properties in the area, (2) Hyde use two independent companies called Hometrack and Rightmove, to gather the information on Market Rents for all Hyde properties, (3) Hyde gather the information in October to enable setting the rents for the following April, In this instance October 2025 values to set the April 2026 rents. We use the average figure given between the two to ensure it is a fair and reasonable figure, and (4) Attached are the output files for this property showing the Market Rent values at this time.'
28. The Tribunal have been provided with two screenshots for the property, in outline as follows: (1) Hometrack, valuation date 17 October 2025, one bedroom flat, intermediate rent, market rent - £993 (which the Tribunal understands to be per calendar month), and (2) Rightmove, property type – F, one bedroom, Rental AVM - £1,181 (again, which the Tribunal understands to be per calendar month).

#### Determination and Valuation

29. The Tribunal has read all the contents of the bundle (the papers), but it limits its discussion and considerations to those points relevant to reach its determination.
30. Whereas Mr Swift has not provided the Tribunal with replies in a Rents 1B form, he has provided submissions in his application with accompanying photographs and screenshots of information from Inside Housing. Mr Swift has not provided valuation evidence per se but says it is no more than £824 pcm.
31. Ms Loveman and Ms Jones have given submissions for the landlord in their Rents 1A form and Hyde have given further information in their letter to Mr Swift dated 2 February 2026.
32. From the information provided by Hyde, the rent payable by Mr Swift is an 'intermediate rent', to which the statutory cap of an increase of 4.8% on the current rent payable for 2026/27 does not apply.
33. Hyde's valuation evidence for the market rent is provided by Hometrack and Rightmove and is as at a valuation date in October 2025. The average of the two market rents provided (£993 pcm and £1,181 pcm) is £1,087 per calendar month, which in turn has been adopted by Hyde to be the market rent for their notice of

proposed increase in intermediate rent payable. The Tribunal has not been provided with any information on the properties which go to make up the two market rents that result from Hometrack's and Rightmove's respective analyses.

34. The valuation date for the market rent is 8 April 2026. Taking into consideration the valuation evidence and submissions on market rent of the parties and applying its own expert, general knowledge of rental values in the area, the Tribunal determines the market rent of the subject property modernised, in good order, unfurnished to be £1,125 per calendar month. That is the rent we would expect the property to let for in the open market if it was in the same general condition as comparable properties in the area having White Goods, central heating, double glazing, carpets and curtains provided by the landlord.
35. From Mr Swift's submissions and the landlord's agreement of the details given by the tenant on their tenancy in their Rents 1A form, the Tribunal has determined adjustments to the market rent are required to reflect that the landlord has provided neither curtains, nor a washing machine.
36. The Tribunal has made adjustments to its determination of the market rent with respect to the following:
  - a) No curtains are provided under the tenancy, and
  - b) Of the White Goods, a washing machine has not been provided by the landlord.
37. The Tribunal's valuation is as follows:

Starting Rent	£1,125 pcm
<u>Less</u>	
a) No provision of curtains - £25 pcm	
b) No provision of a washing machine - £15 pcm	<u>£40 pcm</u>
Market rent	£1,085 pcm

#### Undue Hardship

38. 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.
39. Mr Swift says he works as a labourer in construction and that he does not receive sick pay, so this increase along with all other utilities will be very hard for him.

40. In section 2.8 of their Rents 1A form, the landlord gives no submissions in reply to Mr Swift's submission on hardship.
41. It is the Tribunal's understanding that our decision will result in the increase of rent from the current intermediate rent payable of £786.40p by £81.60p per month, up to the intermediate rent of £868 per month, an increase of 10.4%. On the bases of Mr Swift's limited submissions, the Tribunal has determined the increase in his intermediate rent will not cause him undue hardship and the starting date for the new rent is to be that stated in the landlord's notice – 8 April 2026.

### Decision

42. Therefore, the Tribunal determines the market rent at £1,085 (One Thousand and Eighty-Five Pounds) per calendar month with effect from 8 April 2026.
43. From the information provided by Hyde, the intermediate rent payable is 80% of the market rent of £1,085 pcm, to equal £868 pcm.

### 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.