

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/43UB/MNR/2026/0115
Property	26 Oakdene Parade, Cobham, Surrey, KT11 2LS
Tenant	Sylvia Cole
Tenant's Representative	Alan Cole
Landlord	Conegate Limited
Landlord's Address	c/o Gascoigne-Pees 31-33 High Street, Esher, Surrey, KT10 9RL
Landlord's Representative	Gascoigne-Pees
Date of Application	19 April 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Morgan Williams FRICS – Chair Ed Shaylor MCIEH
Date of Decision	1 July 2026
Rent Determined	£1,260.00 per calendar month
Date the new rent takes effect	31 May 2026

REASONS FOR THE DECISION

Background

1. On 2 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,600.00 per calendar month (pcm) in place of the existing rent of £1,260.00 pcm to take effect from 31 May 2026.
2. On 19 April 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 most recent iteration of the assured tenancy commenced on 31 May 2025 for a term of 12 months. The rental period is monthly. We understand however the tenant has been in occupation since 2018.

Allocation of Repairs between Landlord and Tenant.

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

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

5. None.

Liability for Council Tax

6. 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.

7. All the terms of the tenancy generally.

Inspection/Hearing

8. 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

9. The Property is a first duplex above a parade of shops, offering the following accommodation:

Hall, kitchen, living room, stairs leading to 2nd floor, small bathroom and two bedrooms.

The Property benefits from heating by electric oil filled radiators and recently installed double glazing.

The Property is situated in very close proximity to the High Street in Cobham with its attendant amenities.

The property appears from the Tenant's photographs to be in a state of disrepair, with damage to the ceiling, around the main entrance and apparent mould present.

Evidence

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

The Tenant

11. The Tenant made the following comments:

'The property is in a significant state of disrepair, it is up a flight of stairs above a shop, with no garden, no central heating and no hot water or a working oven in the kitchen, the property is very dated and has no significant decoration during the entire 8 years of living there. There is a property less than a mile away, also above a shop, also of a similar size, also two bedrooms newly decorated and finished to a very high standard, this is going for £1500 - in a nicer part of town, how can it be this property, with all its defects, is worth £150 more per month? We think, given the defects the *current* rent is too high, let alone the increase.'

The tenant further goes on to state:

'The property is up a flight of stairs, with no disabled access, it is above a very noisy and very smelly parade of shops causing

significant disruption.”

The Landlord

12. The Landlord, through its agent, indicated in the Rent 1A reply form that it was no longer pursuing the rent increase it set out in its Section 13 notice. It stated

“The landlord has agreed to keep the rent at the same level and to assist the tenant with any works that are required providing they are reported to us to allow us ability to resolve the issue.

I will be in contact with the tenant to discuss works required and to reiterate the correct process for reporting work that is required”

13. The Tribunal welcomes the approach from the Landlord in relation to the repairs that are needed and would encourage the Tenant to ensure that they engage with the Landlord and that they continue to report any issues at the property to the managing agent.

Determination and Valuation

14. Neither party to the disappointment of the Tribunal provided any detailed comparable evidence in relation to the property.
15. Relying on its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,500.00 pcm. This is the rent we would expect the property to let for in the open market if it was in good tenantable condition.
16. From this level of rent, the Tribunal has made adjustments in relation to the following:
- a) The unmodernised condition of the Property including the kitchen and lack of central heating
 - b) Issues with the condition of the Property which reduce its value including damp/mould, lack of hot water at kitchen tap, damage around the entrance door etc.

The full valuation is shown below:

Starting Rent	<u>£1,500.00</u>	pcm
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Less

a)	Items given under a) above	£120.00
b)	Items given under b) above	£120.00
		<u>£240.00</u>

Market rent	£1,260.00	pcm
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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. They says they will otherwise be caused undue hardship because his rent is part funded by Universal Credit, which the Tenant tops up as the Universal Credit does not cover the whole rent amount. If an increase is backdated the Tenant states the Universal credit can't be so they would have to pay this out of their own pocket.
14. The Landlord did not respond to the Tenant's application for postponement due to hardship.
15. As a result of our decision the rent will remain unchanged and therefore our decision in relation to the undue hardship application will be of limited material effect. The date specified in the landlord's notice was 31 May 2026. On the basis of the evidence supplied by the Tenant, the Tribunal considers that given the rent will remain unchanged the Tenant will not suffer any undue hardship.

Decision

16. Therefore, the Tribunal determines the market rent at £1,260.00 per calendar month with effect from 31 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 (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.