

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/29UK/MNR/2026/0126
Property	23 Turvins Farm Cottage, Sundridge Road, Dunton Green, Sevenoaks, Kent TN14 6HB
Tenant	Tom Richards
Tenant's Representative	-
Landlord	The Trustees of the Chevening Estate
Landlord's Address	The Trustees of the Chevening Estate c/o RH & RW Clutton, 92 High Street, East Grinstead, West Sussex RH19 3DF
Landlord's Representative	RH & RW Clutton
Date of Application	30 April 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge D Gethin – Chair Mr C Davies FRICS
Date of Decision	3 July 2026
Rent Determined	£1,600.00 per calendar month
Date the new rent takes effect	1 May 2026

REASONS FOR THE DECISION

Background

1. On 13 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,650 per calendar month (pcm) in place of the existing rent of £1,200 pcm to take effect from 1 May 2026.
2. On 26 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 assured tenancy commenced on 15 February 2015 for a term of 1 year and thereafter continuing as a periodic rolling tenancy. The rental period is monthly, and the rent is payable in advance on the first day of each month.

Allocation of Repairs between Landlord and Tenant.

4. 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. The tenancy does not include furniture. No services are provided under the tenancy. The section 13 notice records that there are no separate charges for council tax, water charges or fixed service charges included within the rent.

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. None.

Inspection/Hearing

8. The Tenant requested an oral hearing. Further to the Decision of Legal Officer Williams dated 1 June 2026, the Tribunal declined to hold an inspection on the basis that it would not be proportionate to do so given the photographic evidence supplied by the Tenant.
9. The Tenant wrote to the Tribunal by email on 17 June 2026 requesting that the Tribunal reconsider its decision not to carry out an inspection on the basis that there are further instances of disrepair and defects.
10. The Tenant can pursue separate proceedings in the county court in respect of any disrepair if he wishes to do so. We have the benefit of correspondence from the local authority surveyor and sufficient photographic evidence to be able to reach a determination as to the market rent. We decline to hold an inspection on the basis that it would not be proportionate to do so.
11. The Tribunal has considered this case on the basis of its own knowledge and specialist expertise and a bundle of 336 pages including:

- a. the Tenant's Rents 2 form dated 25 April 2026 and enclosures;
- b. the Tenant's Rents 1 form dated 30 April 2026 and enclosures;
- c. the Landlord's Rents 1A form dated 5 July [sic] 2026 (this possibly should read 7 May 2026) and enclosures;
- d. the Tenant's Rents 1B form dated 23 May 2026 and enclosures; and
- e. general correspondence between 26 April 2026 and 17 June 2026.

The Property

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

Living Room 6.6m x 3.6m
 Kitchen 5m x 2m
 Bathroom 2.5 x 1.8m
 Bed1 3.7m x 2.8m
 Bed 2 3m x 2m
 Bed 3 2.5m x 2m
 Hallway 1.6m x 1m
 Landing/Stairs 4m x 0.7m

13. It benefits from a private garden and off-road parking. The Property has private drainage. The Property is situated in a remote area within close proximity to the M25, but the field opposite is currently being developed for new a housing development.
14. The room dimensions provided by the Tenant were not disputed.

Evidence

15. Both parties returned the Tribunal's Reply forms, and the Tenant provided a response in reply.

The Tenant

16. The Tenant made the following comments:

- a) persistent damp and mould;
- b) water ingress staining;
- c) ventilation and insulation defects;
- d) concerns regarding windows, including draughts and failed seals;
- e) concerns relating to water supply and drainage/septic arrangements;
- f) unsatisfactory condition of the electrical installations;
- g) external factors including nearby development and disruption; and
- h) at his own expense he has landscaped the rear garden and replaced the fencing.

17. The following comparables from April 2026 were provided by the Tenant (all three-bed houses):

- a) Seal – This is a semi-detached property with off-road parking advertised at £2,350 pcm and is considered by the Tenant to be a comparable family home in a similar area to the Property.
- b) Twitton Lane – This is a semi-detached property advertised at £2,000 pcm and is considered by the Tenant to be a standard condition family home.

- c) Lambarde Road – This is a mid-terraced property advertised at £1,950 pcm and is considered by the Tenant to be a comparable size and layout.
 - d) Armstrong Close – This is a modern mid-terraced property advertised at £1,800 pcm and is considered by the Tenant to be at the lower end of market range.
 - e) Main Road – This is a semi-detached property advertised at £1,700 pcm and is considered by the Tenant to be a lower range comparable.
18. Despite the range of properties evidenced by the Tenant, the Tenant went on to use a figure of £1,600-£1,700 pcm as the range of estimated monthly rent for comparable 3-bedroom properties in good condition and without disruption from construction works and then adopted a market midpoint of £1,650 pcm.
19. The Tenant then applied the following deductions:
- a) construction and environmental disruption ongoing for the next 5-7 years - £200 pcm;
 - b) outstanding maintenance issues and delays since at least 2020 - £120 pcm;
 - c) water supply and private drainage issues and intermittent disruption - £80 pcm;
 - d) internal condition - £80 pcm;
 - e) tenant funded replacement fencing and garden improvements - £50 pcm.
20. Again, the Tenant departs from his own calculations entitled “*Comparable Market Rent Adjustment Assessment*” and submits that the open market rent should be £1,350 pcm having regard for the current condition and circumstances of the Property

The Landlord

21. The following comparables were provided by the Landlord, both let by its representative:
- a) 43 Court Lodge Farm Cottages – This is a modernised and redecorated 3-bedroom semi-detached property with private drainage and similar sized garden let at £1,600 pcm on 1 April 2024.
 - b) 47 Court Lodge Farm Cottages – This is a modernised and redecorated 2-bedroom semi-detached property with private drainage and similar sized garden let at £1,600 pcm on 1 July 2025.
22. Both properties were closer in age and character to the Property than the Tenant’s comparables.
23. The Landlord makes no submission on what the open market rent for the Property would be if we disregarded the construction works and simply states that “*we are proposing £1,650 to reflect the specific local issues given the location.*”

Determination and Valuation

24. As a preliminary matter, before the Tribunal could consider the rental value of the property, it decided that it must first determine whether or not it has jurisdiction.
25. The case of *Mooney v Whitehead* [2023] EWCA Civ 67] confirmed that the Tribunal does not have the jurisdiction to determine whether a Notice of Increase for all purposes is valid or not. However, the Tribunal is entitled to decide whether it is satisfied, on balance, that the legal and factual matrix forming the background to the application demonstrates that it has jurisdiction.

26. In the current case we considered whether the Landlord's Notice proposing a new rent may be defective, as it does not appear to take effect at the commencement of a new period of the tenancy.
27. The proposed new start date of the rent (paragraph 4 of the Notice of Increase) does not correspond with the commencement date of the statutory periodic tenancy, which would have commenced the day after the fixed-term contractual tenancy came to an end. However, the new start date does correspond with the date that the rent is payable according to the preamble of the tenancy agreement, namely "*due and payable in advance on the first day of each succeeding month*".
12. The Landlord did not respond to the Tenant's submission on validity.
28. The Tribunal considered carefully the Tenant's submission and found that the date of the start of the proposed rent in the Notice does accord with the beginning of the rent period according to the back stop date of the 1st of the month provided for in the tenancy agreement
29. The Tenant's comparable properties are recently advertised but were generally not of the same age and character and locality as the Property. Nonetheless, the Tenant accepts that they are comparable in size and layout, and in light of the Tenant's evidence we do not accept £1,600-1,700 pcm should be the baseline market rent as submitted by the Tenant, but that it would be higher and closer to the advertised rents the Tenant evidenced.
30. The Landlord's comparable properties are closer in terms of age, character and locality, particularly the proximity to the M25, and are actual rather than advertised rents but the three-bedroom property was let 2 years ago, and the two-bedroom was let a year ago and so not a comparable given the fewer number of bedrooms. Both were redecorated prior to let and both had modernised kitchens and bathrooms.
31. We do not accept the Tenant's proposed deduction, and instead make a deduction of £100.00 pcm as we accept that the current construction works as part of the Turvin Farms development have a material effect of the amenity of the Property compared with a similar property that would continue to have views over a field and would not endure construction noise.
32. Whilst the Landlord's alleged failings to address matters of disrepair are no doubt a matter of concern for the Tenant, we must look at the Property in its current condition and consider whether it would have an impact on the market rent that could be secured as a result. We also have the benefit of recent correspondence between Adam Knight, Senior Private Sector Housing Officer, the Tenant and the Landlord's representative, which particularises the concerns regarding the condition of the Property, namely:
- i. the bathroom damp and mould have been addressed although there is a risk this will return and Mr Knight advises the installation of an extractor fan;
 - ii. damaged roof tiles need resetting to prevent water ingress;
 - iii. blocked guttering may lead to overspilling;
 - iv. loose front step requires resecuring;
 - v. the Landlord is currently considering whether the soakaways require refurbishment, but the septic tank is in reasonable condition;
 - vi. all remedial works have been carried out;
 - vii. electrical certificate has been secured.

33. We note that there was no evidence that Mr Knight has commenced any enforcement action. We generally find that the issues with the condition of the Property that the Tenant has complained of have been resolved at the time of our determination including the mould in the bathroom, save for the disruption to the water supply and private drainage, but that the Property remains unmodernised.
34. We make a deduction of £75.00 pcm to reflect the unmodernised condition of the Property, and a £25.00 pcm deduction to reflect the continuing issues with the water supply and private drainage that are currently being addressed but are not yet fully remedied.
35. With regards to the Tenant's improvements to the garden and fencing, we note that the Tenant is a landscape gardener. There was no evidence that the fencing required replacement or renewal, and although aesthetically attractive, we do not find that the landscaping works would attract a material premium in the rent.
36. Relying on its own expertise and general knowledge of rental values in the area, and recognising the limits in the comparables provided by both the Landlord and Tenant, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,800 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 Landlord's properties but having regard for the fact that the Property is larger.
37. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) construction and environmental disruption ongoing for the next 5-7 years;
 - b) the unmodernised condition of the Property relative to the comparable properties;
 - c) issues with the condition of the Property which reduce its value including mould;
 - d) water supply and private drainage issues and intermittent disruption;
 - e) Improvements and fittings provided by the Tenant and for which they should not pay: replacement fencing and garden improvements.

The full valuation is shown below:

Starting Rent	<u>£1,800.00</u> pcm
<u>Less</u>	
a) Items given under a) above	£100.00
b) Items given under b) above	£75.00
c) Items given under c) above	£0.00
d) Items given under d) above	£25.00
e) Items given under c) above	£0.00
	<u>£1,600.pcm</u>
Market rent	£1,600.00 pcm
Undue hardship	

13. 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.

14. The Tenant requested that any increase should not take effect from the date specified in the notice. He stated that he is self-employed as a landscape gardener with a variable monthly income of approximately £1,000–£1,500 and that an increase from £1,200 to £1,650 per month would place significant financial pressure upon him. There was no evidence provided by the Tenant to support his submission or any explanation given as to how the Tenant can even afford the current rent.
15. The Landlord did not respond to the Tenant's application for postponement due to hardship.
16. As a result of our decision the rent will increase by £400.00 pcm. The date specified in the landlord's notice was 1 May 2026. Whilst the Tribunal empathises with the Tenant's situation, the cost of living affects all households and does not create undue hardship for the Tenant in terms of the rent payment date.

Decision

17. Therefore, the Tribunal determines the market rent at £1,600.00 per calendar month with effect from 1 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.