

	FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00KF/MNR/2026/0079
Property	475 Fairfax Drive, Westcliff-on-Sea, Essex, SS0 9RQ
Tenants	Niall McFarlane Roma Bibby
Tenants' Representative	
Landlord	Zalman Leib Horowitz
Landlord's Address	28 Riverside Road, London, N15 6TU
Landlord's Representative	Pinchas Braun, Berbro Heights Ltd
Date of Application	13 April 2026
Type of Application	Determination of a market rent under sections 13 and 14 of the Housing Act 1988
Tribunal Members	Judge Wendy Banks Dr Jan Wilcox
Date of Decision	1 July 2026

REASONS FOR THE DECISION

Background

1. On 19 March 2026, the Landlord served a notice under section 13(2) of the Housing Act 1988 which proposed a new rent of £1,700 per calendar month (pcm) in place of the existing rent of £1,400 pcm, to take effect from 28 April 2026.
2. On 13 April 2026, under section 13(4)(a) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured tenancy commenced on 28 May 2021 for a term of 12 months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

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

Service charges or furniture provided by the Landlord, other than carpets, curtains and white goods specified below, and the costs relating to the same.

5. None

Liability for Council Tax

6. 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.

7. None

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 semi-detached house offering the following accommodation:
3 bedrooms, open-plan lounge/diner/kitchen, bathroom and conservatory.

Outside: front and rear garden. The front garden has gravel and could be marketed as having off-road parking. However, the Applicants state that the area is too small for most cars, and this has not been challenged by the Landlord.

The Property benefits from central heating, is partially double glazed and carpeted throughout except for the kitchen and bathroom.

The Property is situated in a popular residential location within Westcliff-on-Sea and benefits from good transport links, local amenities and family accommodation, with a bus stop located outside the Property.

Evidence

10. Both the Tenants and the Landlord returned the Tribunal's reply forms.

The Tenants.

11. The Tenants made the following comments:

- a) The Tenants stated in their application that the Property was in a state of disrepair, with cracks in the walls, broken fencing, a split to the front door, a broken lock to the back door, a leaking conservatory, carpets that had not been replaced in 13 years, front windows that were not double glazed, rotting woodwork, broken fence panels, cracked windows to the front of the Property, and mould/damp in the second bedroom.
- b) The Tenants supplied 68 photographs of the Property by way of a Google Drive. Details of the photographs were provided, which the Tribunal found to be of assistance. The Tribunal has not referred to every photograph just those to be most applicable to the valuation of market rent. Photograph 1 shows a split in the front door. Photograph 2 is a video showing a person opening a door with a key, apparently relating to the back door. Photograph 6 shows the front windows, where the paint has peeled and the woodwork appears to be starting to rot. Photograph 6a shows a crack to the top front stained-glass window, although the Tribunal did not consider this to be of significance. Photograph 9 shows cracked external concrete, with what appears to be a hole forming close to the foul drainage. Photograph 11 shows a dislodged fence panel. Photograph 12 shows poor fencing which appears to be deteriorating. Photograph 12a appears to show the same panel after it had fallen down. Photograph 14 shows multiple cracks to stained glass in an internal door. Photograph 21 shows a rotting window frame, single glazing and a general lack of maintenance. Photograph 30 shows a cracked and damaged kitchen floor tile. Photographs 38 and 39 show lifted carpet. Photograph 42 shows condensation and mould on the wall near the window. Photograph 56 shows an extensive crack in the wall. Photograph 68 shows multiple cracks to the clear glass of a door with stained glass.

12. In terms of rental evidence, there were other comparators for other areas which the Tribunal has disregarded because they were not geographically proximate and, as there were numerous geographically proximate properties, it was not necessary to consider other areas. Other properties that the Tribunal found to be of no assistance were larger properties or apartments/flats, which have a different market value. The comparators the Tribunal found of assistance are as follows:
- a) The Tenants provided extracts from Winkworth Estate Agents and Rightmove. At page 1 there was a comparator for a property in Westbourne Grove, Westcliff-on-Sea, marketed as a four-bedroom property but realistically a three-bedroom property. Westbourne Grove is 0.3 miles from the subject Property. The Westbourne Grove property is in very good condition with a family bathroom and additional shower room, three double bedrooms, the option for a fourth bedroom downstairs, off-street parking with extra space for a small car to the rear, a large garage, a small garden and two large outbuildings. It was marketed at £1,795 pcm.
 - b) A further Westbourne Grove property had three bedrooms, one bathroom, off-street parking for two cars, a large garden, garage and downstairs toilet. The photographs show the property to be in good condition, with new flooring and fresh decoration. It was marketed at £1,700 pcm.
 - c) Tintern Avenue is a terraced house 0.4 miles from the subject Property, with three bedrooms, a downstairs cloakroom, a newly fitted bathroom and a rear garden. It was marketed at £1,495 pcm. It appears to be in adequate condition and in slightly better condition than the subject Property. It has no parking.
 - d) Wenham Drive was marketed at £1,700 pcm. It is in very good condition, with bifold doors, a new kitchen and a pleasant garden. It is terraced, has no parking, and is approximately 0.4 miles from the subject Property. It is of similar size, although the subject Property has possible off-road parking and a conservatory.
 - e) Northview Drive, listed on Rightmove, is a three-bedroom detached property 0.2 miles from the subject Property. It is in good condition, with a downstairs WC, off-street parking, bathroom, ensuite, solar panels, rear garden and patio area. It was marketed at £1,700 pcm.
 - f) Beedell Avenue is 0.2 miles from the subject Property. It is a terraced property with three bedrooms, a downstairs WC, double living room, large rear garden and front garden. It was marketed at £1,695 pcm and appears to be in good condition.
13. Further evidence that the Tribunal considered was an email from the Applicants to the Landlord's representatives dated 12 March 2026, setting out numerous items of disrepair at the Property, as shown in the aforementioned photographs, and the response of the same date confirming the issues raised and stating as follows:

In practice, works of this nature often require contractors and builders to attend the property over an extended period of time, and it can be difficult for such works to be properly carried out whilst a property remains occupied. In many cases, where more extensive works are required, it is more practical for the property to be vacant so that the necessary works can be undertaken safely and efficiently. For this reason, if you genuinely feel that the property no longer meets your expectations and requires the level of work outlined in your email, it may be sensible for both parties to consider whether an alternative arrangement would be more suitable. Should you prefer to explore other accommodation, we would of course be happy to discuss an amicable and reasonable way forward that would allow the landlord to undertake any works that may be required and allow you to find a property that better meets your needs.

The Landlord

14. The Applicants took issue with the Landlord's Rents 1A form being served outside the 28-day period.
15. The application was received on 13 April 2026. An email was sent to the Landlord's representatives on 27 April 2026 requesting the Landlord's details, and a response was received on the same date. On 30 April 2026, the Rents 1A form was sent to the Landlord by email, stating that the Landlord should respond to the Tenants and the Tribunal within 28 days, namely by 28 May 2026. No express sanction was identified for failure to respond within that period.
16. The Landlord's representatives responded on 3 June 2026 with the completed Rents 1A form. They explained that the Tribunal's email had gone into the spam folder, had only been seen that day, and was responded to immediately. In the absence of any identified sanction for late service, and having regard to the short delay and the explanation provided, the Tribunal was satisfied that it should consider the Landlord's evidence.
17. A number of comparables were provided by the Landlord and disregarded by the Tribunal because they were one-bedroom flats and therefore not relevant comparators. The following comparable was found to be of assistance:
 - a) Rightmove and OnTheMarket showed a Fairfax Drive property marketed at £2,000 pcm. It is a terraced property with three bedrooms, a downstairs bathroom, a WC upstairs and an open-plan lounge/diner. It appears to be in good condition, with no parking and a rear garden.
18. Links were provided to other properties; however, no actual details were provided. The Tribunal was unable to access any of the other properties from the links provided.

19. The Landlord said he owned a number of other properties in the area and provided details of the rent. However, he did not provide sufficient details for the Tribunal to compare those properties with the subject Property, and the Tribunal therefore disregarded them.

Determination and Valuation

20. The Tribunal considers that the comparables provided by the Applicants are relevant, as is the Fairfax Drive comparable provided by the Landlord. Similar properties in the area appear to be marketed in the region of £1,700 to £2,000 pcm. The Tintern Avenue property is an exception at £1,495 pcm, but it is terraced, has no parking, and differs materially from the subject Property.
21. Relying on its own expertise and general knowledge of rental values in the area, and having regard to the comparable evidence while allowing for differences in size, layout, parking, condition and facilities, the Tribunal considers that the market rent for the subject Property, if modernised and in good order, would be £1,700 pcm. This represents the lower end of the range indicated by the comparable evidence and reflects the Tribunal's assessment of the Property as compared with the available comparables, including the provision of white goods and curtains by the Landlord.
22. However, as set out above, the Property is in a poor state of repair, as evidenced by the photographs. The Applicants reside there with their three children. The Tribunal finds that there are significant issues with the condition of the Property which would materially affect the rent obtainable on the open market.
23. From this level of rent, the Tribunal has made an adjustment to reflect the unmodernised and poor condition of the Property relative to the comparable properties.

The full valuation is shown below:

Starting Rent	<u>£1,700</u> pcm
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Less

a)	Reduction for the poor condition of the property 15%
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Market rent	£1,445 pcm
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Undue hardship

24. 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 on which the Tribunal makes its determination.
25. The Tenants have not asked the Tribunal to fix a later starting date in this case.
26. As a result of the Tribunal's decision, the rent will increase by £45 per month. The date specified in the Landlord's notice was 28 April 2026. The Tribunal is not satisfied that there is any basis for fixing a later date.

Decision

27. The Tribunal therefore determines the market rent for the Property at £1,445 per calendar month, with effect from 28 April 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.