

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/29UD/MNR/2026/0004
Property	8 Penney Close, Dartford, Kent, DA1 2NE
Tenants	Mr Osamuende Fisher & Mrs Gloria Fisher
Tenants' Representative	None
Landlord	Mrs Mandeep Kaur Narwan
Landlord's Address	36 Ring Road Leicester LE2 3RR
Landlord's Representative	None
Date of Application	18 December 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr J G G Wilson MRICS - Chair Mr J Reichel BSc MRICS
Date of Decision	1 May 2026
Rent Determined	£1,635.00 per calendar month
Date the new rent takes effect	13 January 2026

REASONS FOR THE DECISION

Background

1. On 29 October 2025, Mrs Mandeep Narwan, the landlord, served a notice under Section 13(2) of the Housing Act 1988 ('the 1988 Act') which proposed a new rent of £1,700.00 per calendar month (pcm) in place of the existing rent of £1,500.00 pcm to take effect from 13 January 2026.
2. On 18 December 2025, under Section 13(4)(a) of the Housing Act 1988, Mr Osamuende Fisher and Mrs Gloria Fisher, the joint tenants, referred the landlord's notice proposing a new rent to the Tribunal for determination of a market rent in their Rents 1 application.
3. The Tribunal has given Directions dated 18 February 2026, 25 and 27 March 2026. The Directions given on 27 March 2026 ('the Directions') require the landlord to have sent their completed Statement (their case) to the tenants and copied to the Tribunal by 10 April 2026. Correspondingly, the tenants are required to have sent their completed Statement to the landlord and copied to the Tribunal by 25 April 2026.
4. The assured tenancy commenced on 13 December 2022 for a term of 12 (twelve) months. The rental period is calendar monthly.

Allocation of Repairs between Landlord and Tenants.

5. The Tribunal has been provided with a copy of the tenancy agreement signed and dated by the landlord and the tenants on 13 December 2022.
6. The tenants are to keep the property including fixtures, fittings and furnishings clean and tidy and maintained to the same condition as at the start of the tenancy (fair wear and tear excepted). Also, the tenants are to keep the property adequately ventilated and heated, and not to dry wet clothes on radiators, to prevent damage from condensation.
7. The tenants are required to maintain the garden, driveways, pathways, lawns, hedges, rockeries and ponds (if any), in good and safe condition and to cut the grass (if any) at least once every two weeks during the growing season.
8. The landlord is to keep in repair the structure and exterior of the property, the installations for the supply of the utilities and sanitation, and for space heating and heating water, subject to section 11 of the Landlord and Tenant Act 1985 ('the 1985 Act').

9. The landlord is to keep in repair such fixtures and fittings as are provided and are listed on the inventory and schedule of condition for the property.

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

10. The tenants have confirmed that neither services nor furniture are provided by the landlord.

Liability for Council Tax

11. 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.

12. The tenants are not to make any alterations or additions to the property, which includes the garden, and if they wish to carry out any redecoration of the property, or any part of it, they must obtain consent in writing in advance from the landlord or her agent for permission, such consent will not be unreasonably withheld or delayed.

Inspection/Hearing

13. Whereas the tenants have indicated in their Statement dated 21 April 2026 the Tribunal is to be given the opportunity to inspect the property, the Tribunal has determined, such are the parties' submissions which include selections of photographs, it is able to consider this case on the bases of the papers provided, having viewed the property on the internet, its own knowledge and specialist expertise.

The Property

14. 8 Penney Close is a two-storey 1960's terraced house of traditional brick construction and pitched tiled roof. The accommodation, in outline, is as follows:

Ground floor: entrance hall, one reception room and kitchen.

Stairs up to...

First floor: landing, three bedrooms and one bathroom/WC.

Outside: there is off -street parking for up to three cars and a garden.

The Property benefits from gas fired central heating, double glazing, carpets and laminated floor coverings.

The Property is situated on the western side of Dartford, off Miskin Road.

Evidence

15. Both Ms Narwan and Mrs Fisher have given Statements to follow the Directions. In addition, the tenants have given submissions in their application.

The Tenants.

16. The tenants have made the following comments:
- a) The tenants describe the property as a terraced house with the accommodation, in outline as follows: ground floor – open plan reception room and dining room, and kitchen, first floor – three bedrooms and one bathroom/WC. Outside there is a garden.
 - b) Under ‘Features’, the tenants confirm Central Heating, Double Glazing and Carpets and Curtains are provided by the landlord. Of the White Goods, a washing machine and a cooker are provided too. Outside, there is off-street parking and a garden. A new boiler was installed in 2024.
 - c) Under ‘Disrepairs/Defects’, the tenants have provided the Tribunal with a document and corresponding photographs. The tenants are unsure of the ages of the bathroom and kitchen fittings.
 - d) The disrepairs/defects are, in summary: (1) ongoing mould in the bathroom/WC since 2019, (2) water leakage from bathroom to downstairs ceiling, (3) a broken lavatory seat, now repaired, and (4) unfinished kitchen base unit panels.
 - e) In March 2023 the landlord was formally notified of the mould, and various contemporaneous photographs taken at the time have been provided. The tenants say that rather than address the root cause, the contractor painted over the mould...and the mould continues to reoccur.
 - f) The tenants dispute the landlord’s contention the mould issue is due to the tenants’ lifestyle and lack of ventilation.
 - g) With reference to the water leak, the shower screen was replaced, and the bath area was resealed. No mosaic tiles were replaced, and whereas

the leak has now stopped, the damage to the ceiling below remains outstanding.

- h) 'Repairs', the tenants say they are responsible for 'Minor upkeeps...' The landlord is required to maintain the structure and exterior of the property, for mould and damp removal, for the appliances and fixtures, plumbing, sewer systems and electrical systems. The tenants conclude to say the landlord is in the process of carrying out repairs such as mould issues, a bathroom leak and others that have been brought to her attention.
 - i) In their Statement the tenants say there have been persistent and significant mould issues in the bathroom since the start of the tenancy in 2019. The tenants say they take various measures to mitigate the damp and mould, but the problem persists. Photographs have been provided which show instances of mould.
 - j) The photographs provided show: (1) the mould in the bathroom in March 2023, (2) what the Tribunal understands to be subsequent mould, (3) the damaged ceiling pursuant to the water leak, and (4) the missing kitchen unit base panels.
 - k) Under 'Any Other Comments', the tenants confirm the amenities outlined by Ms Peacock.
 - l) Under 'Your assessment of the rental value of the property', the tenants say the property is unfurnished and that they are responsible for decorations.
 - m) The tenants go on to say 'See Appendices 1-4 for comparables and independent rental valuation.'
17. The tenants' rental evidence includes an outline description of the property with a rental valuation from Move Market analysis – Appendices 1 and 1a. The market rent is £1,480 per calendar month.
18. The tenants have provided the following outline details of comparable lettings:
- 1) Appendix 2 – a three-bedroom terraced house with rear garden, marketed to let at £1,550 pcm, available from 1 May 2026.
 - 2) Appendix 3 – a three-bedroom terraced house (144 square metres) on Somerville Road, with garden, marketed to let at £1,600 pcm.

- 3) Appendix 4 – a three-bedroom terraced house (139 square metres) on St Vincent's Road, with garden access, unfurnished, marketed to let at £1,550 pcm.
19. In their Statement dated 26 February 2026 the tenants say, '...A proper comparison must consider relevant factors including size, layout, condition, and overall state of repair. There are ongoing and significant maintenance issues at the property, including leaks and mould, which remain unresolved. In its present condition, the property does not meet a standard that would justify the proposed increase.'
20. The tenants say the above indicate that properties like the subject are not marketed at £1,700 pcm, but between £1,480 pcm to £1,600 pcm; and go on to say given the condition of the property, including mould, the previous water damage to the ceiling and incomplete works, it would reasonably fall below market standard.
21. To conclude the tenants have provided the Tribunal with a copy of their Deposit Protection Certificate for £1,150 collected on 31 January 2023, and extracts from their agreement dated 12 May 2019 for the initial term of six months from 12 May 2019.

The Landlord

22. Ms Narwan has given a Statement with Appendices A to T and says in outline as follows:
- a) The accommodation of the property as described in outline by the tenants is confirmed. At Appendix T of her Statement, Ms Narwan has provided both external (front) and internal photographs to assist to present her case.
 - b) Features of the property include gas fired central heating, full double glazing, carpets and laminated floor coverings, but no curtains, off-street parking for up to three cars and private gardens.
 - c) Under 'Improvements', Ms Narwan says significant electrical works were carried out in December 2022 and the boiler was replaced in September 2024. The Tribunal has referred to Appendices R and S and notes at this juncture, the electrical works and the replacement of the boiler are not improvements within the meaning of the legislation but are works of day-to-day maintenance which are the responsibility of the landlord in any event.

- d) Under 'Disrepairs/Defects', Ms Narwan says the bathroom and the kitchen were both renewed in 2009. Ms Narwan has given submissions on the bathroom mould and says it has resulted from the tenants' lifestyle and maintenance practices. At Appendix Q, in an email to Ms Narwan dated 1 April 2026, Ms Bakewell of Woodchurch Plumbing and Heating says pursuant to her inspection '...The tenant has the heating on and dries clothes inside the property and doesn't have the window open. It looks like they don't open the window when the shower is in use but impossible to prove...'
 - e) Under 'Any Other Comments', Ms Narwan says the Dartford area offers excellent bus service routes and Dartford and Crayford railway stations are close-by too. In a separate sheet Ms Narwan expands on the amenities and transport access of the highly sought-after area of West Dartford and provides in her Appendices G to P maps to show the proximities of the same to the property.
23. With regards to the market rent Ms Narwan has provided comparable lettings evidence in her Appendices A to F. In outline, Ms Narwan says and her Appendices comprise as follows:
 - 1) Appendix A – a Best Price Guide prepared by Mann Lettings of properties within a one-mile radius of the property marketed to let from 7 January 2026 to 7 April 2026. The eight properties are all three-bedroom houses, either terraced, or end of terrace, or semi-detached, with rental values listed from £1,700 per calendar month to £2,000 per calendar month. Ms Narwan adds that the property on Shepherd's Lane at £2,000 per calendar month is two streets away from Penney Close and at Appendix D is a map to show the same.
 - 2) Appendix B – a Best Price Guide prepared by Robinson Jackson of properties within a one quarter of a mile radius of the property marketed to let from 1 June 2025 to 31 March 2026. The four properties are all three-bedroom terraced houses, with rental values listed from £1,750 per calendar month to £1,900 per calendar month. Ms Narwan adds that the property marketed at £1,800 per calendar month on Dartford Road is situated approximately three roads from Penney Close and at Appendix E is a map to show the same.
 - 3) Appendix C – a Best Price Guide prepared by Acorn of properties within a one half of a mile radius of the property marketed to let from 10 September 2025 to 10 December 2025. The thirteen properties are all three-bedroom houses, either terraced, or end of terrace, or semi-detached, with rental values listed from £1,900 per calendar month to £2,400 per calendar month. Ms Narwan adds that the property marketed at £2,100 per calendar month on Miskin

Road is on an adjoining road to Penney Close and at Appendix F is a map to show the same.

24. Ms Narwan says the comparable properties have been selected based on their similarity in size and location to the subject property. The comparable properties demonstrate rental values significantly in excess of £1,700 per calendar month are being achieved, and thereby support the reasonableness of the proposed

Determination and Valuation

25. Whereas the Tribunal has read all the contents of the bundle (the papers), it limits its discussion and considerations to those points relevant to reach its determination.
26. Both parties have provided the Tribunal with Statements to present their cases, which include comparable lettings evidence to support their opinions of the market rent of the property.
27. The Tribunal has been provided with copies of two tenancy agreements for the property. Pursuant to the Tribunal's Directions dated 18 February 2026, Ms Narwan gave submissions dated 20 February 2026. Ms Narwan gives clarity as to why there are two tenancy agreements. In essence, due to Ms Narwan change of personal circumstance, coupled with a requirement to change the ownership of the property into her sole name to satisfy her lenders requirements, a new tenancy was required to be drawn up. This was actioned and the subsequent (second) tenancy is dated 13 December 2022. Ms Narwan goes on to say, 'Importantly, there was no intention to create a new tenancy with different terms, but simply to formalise the existing tenancy under my sole ownership.'
28. Having reviewed both tenancy agreement, the Tribunal is satisfied the terms of each are fundamentally the same, and with regards to the parties respective repairing obligations. The Tribunal notes, contrary to what the tenants say, they are not responsible for decorations.
29. The Tribunal considers the comparable lettings provided by both parties to be relevant to this matter and are of assistance. With respect to the evidence provided by Ms Narwan, the Tribunal has attributed more weight to her comparables in Appendices A and B, than to those in Appendix C.
30. Relying on its own expert, general knowledge of rental values in the area, and the comparable evidence provided by the parties, the Tribunal considers that the market rental of the subject property modernised and in good order would be in the order of £1,800.00 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 comparable properties including having white goods and curtains provided by the landlord.

31. From this level of rent, the Tribunal has made adjustments in relation to the following.
32. Whereas the parties' descriptions of the features at the property align in the main, Ms Narwan says she has neither provided curtains, nor a washing machine, but the tenants say Ms Narwan has provided both. In its determination the Tribunal has adopted the tenants' position. The parties are agreed the landlord has not provided a refrigerator.
33. Ms Narwan has said the kitchen and bathroom were both renewed in 2009. The tenants have said there are items of disrepair outstanding and defects which include the damage to the ceiling from the water leak and the lack of panels to the base units in the kitchen.
34. Both parties have given submissions, which includes various photographs, on the ongoing problem with mould. Ms Narwan has been critical of the tenants' lifestyle and its contribution to the continuing problem. The tenants have rebutted those criticisms and say the continuing mould is due to the failure of the landlord (and previously, the landlords) to have addressed the root cause of the problem.
35. The tenants are required to take steps to mitigate any build-up of condensation that might otherwise cause damage, thus mould. The Tribunal has determined there is a loss of amenity associated with the mould and an adjustment to the market rent to reflect the same is required.
36. The adjustments to the market rent are summarised as follows:
 - a) No provision of a refrigerator.
 - b) Dated equipment, disrepair and defects.
 - c) Loss of amenity associated with mould.
37. The full valuation is shown below.

Starting Rent	<u>£1,800.00</u> pcm
---------------	----------------------

Less

a) No provision of a refrigerator	£15.00	
b) Dated equipment, disrepair/defects	£50.00	
c) Loss of amenity – mould	£100.00	<u>£165.00</u> pcm

Market rent

£1,635.00 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 tenants. 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. The tenants have not given any submission to the Tribunal that the starting date specified in the Notice for the new rent would cause them financial hardship.
40. As a result of our decision the rent will increase by £135 a month. The date specified in the landlord's notice is 13 January 2026.

Decision

41. Therefore, the Tribunal determines the market rent at £1,635.00 (One Thousand Six Hundred and Thirty-Five Pounds) per calendar month with effect from 13 January 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.