

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/29UQ/MNR/2026/0039
Property	2 Tanyard Cottages, Tudeley Road, Tudeley, Kent, TN11 0NW
Tenant	Ms J E Gilmore
Tenant's Representative	None
Landlord	Goldsmid Settled Estates
Landlord's Address	C/o Hadlow Estate Office, Three Elm Lane, Tonbridge, Kent, TN11 0BW
Landlord's Representative	Ms K Teacher
Date of Application	28 March 2026
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	£1,375.00 per Calendar Month
Date the new rent takes effect	2 April 2026

REASONS FOR THE DECISION

Background

1. On 10 February 2026 Ms Kate Teacher, on behalf of the Landlord, served a notice under Section 13(2) of the Housing Act 1988 ('the 1988 Act') which proposed a new rent of £1,350.00 per calendar month (pcm) in place of the existing rent of £1,220.00 pcm to take effect from 2 April 2026.
2. On 18 February 2026, under Section 13(4)(a) of the Housing Act 1988, Ms Gilmore referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent and copied the same to the Hadlow Estate Office. The Tribunal notes the email is dated 18 February 2026, but the Rents 1 form is dated 28 March 2026.
3. The landlord is required to have sent their reply and evidence (their case) to the Tribunal within 28 days of 18 February 2026. Correspondingly, the tenant is required to have sent her reply to the landlord's case within 14 days of receipt of the same.
4. The assured tenancy commenced on 2 March 2020, for a fixed term of twelve months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenants.

5. The Tribunal has been provided with a copy of the tenancy agreement signed by the parties and dated 6 March 2020.
6. The tenant shall use the premises in a tenant-like manner and shall not through her own act or neglect or that of any person residing with her permit or suffer the premises to deteriorate and in particular shall: keep the premises in a good state of decorative condition internally and at least up to the standard pertaining when the tenant took possession and not change the colour and/or style of finish without the landlord's prior written consent. The tenant shall deliver up the premises at the end of the tenancy clean, tidy and in no worse condition than recorded in the ingoing Inventory and Schedule of Condition, fair wear and tear excepted.
7. The tenant is to maintain the garden of the premises in good order.
8. The landlord is required to execute such repairs imposed by statute. Section 11 of the Landlord and Tenant Act 1985 ('the 1985 Act') applies.

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

9. Ms Gilmore has confirmed neither any services nor furniture are provided under the tenancy.

Liability for Council Tax

10. 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.

Inspection/Hearing

11. Whereas Ms Gilmore requested both an inspection of the property and a hearing in her application, on receipt of forms Rents 1A and Rents 1B and their attachments, the Tribunal determined that neither were required. Accordingly, the Tribunal has considered this case on the bases of the papers provided by the parties, having viewed the property on the internet and its own knowledge and specialist expertise.

The Property

12. 2 Tanyard Cottages is a two-storey Victorian terraced house of traditional brick construction with a pitched tiled roof. From the descriptions given by the parties the accommodation comprises:

Ground floor - entrance hall, reception room, kitchen, utility room and bathroom/WC.

Stairs up to...

First floor – three bedrooms.

Outside – there is a small front garden, a rear garden and parking for two to three vehicles in the parking area.

The Tribunal has been provided with a copy of the inspection report dated 9 March 2026 which includes both internal and external photographs, and extracts from the inventory and schedule of condition with tenancy start date of 2 March 2020, which includes both internal and external photographs too.

Tudeley is to the east of Tonbridge. Tudeley Road (B2017) runs in a westerly to easterly direction off Woodgate Way to its junction with Hartlake Road and Five Oak Green Road.

Evidence

13. Ms Teacher on behalf of the landlord has submitted a Statement (Rents 1A reply) which includes Appendices and various photographs to assist to present her case and to assist the Tribunal. Ms Gilmore has submitted a Statement (Rents 1B reply), coupled with submissions in her application.

The Tenant.

14. Under 'Improvements' in her application Ms Gilmore says she has replaced three fencing panels, a lavatory seat, and she has installed locks on the two front windows for security.
15. Ms Gilmore goes on to say, 'The property suffers with damp in the kitchen, hall, pantry and bathroom. I'm told by the Estate that it is efflorescence...Both the front and back doors look like they are the original doors and both leak when it's raining and have gaps where the wooden doors are rotting causing them to let cold air in.'
16. In her letter to the landlord dated 26 January 2026, Mrs Gilmore says she is continually plagued by effluent on her patio, her car parking space is no longer maintained, she is very appreciative at the speed the new boiler was organised, but that it was installed incorrectly, the property would benefit from the installation of double/secondary glazing to the front, ditto the front and back doors.
17. Ms Gilmore has not provided any comparable lettings evidence but says as she is a sitting tenant the rent increase should reflect this. Ms Gilmore goes on to say the landlord is marketing her home as something it is not, there is no 'utility room.' Ms Gilmore concludes to say the market rent is £1,250 per calendar month.

On behalf of the Landlord, Ms Kate Teacher of the Hadlow Estate has given a Statement.

18. In her Statement, Ms Teacher includes Appendices 1 to 8, Appendix 6 being Rightmove comparable lettings to assist to present her case and to assist the Tribunal.

19. Ms Teacher has provided the Tribunal with a signed copy of the tenancy agreement dated 6 March 2020. The tenancy agreement includes consent for the tenant to keep up to two dogs at the property.
20. The property is a mid-terrace Victorian cottage, within a terrace of four cottages. The accommodation provided is as outlined above in paragraph 12. The Tribunal is directed to the March 2026 property inspection.
21. Ms Teacher adds, 'Property fully refurbished prior to start of tenancy. Blinds to kitchen & bathroom, curtain poles & DW provided at tenant request. [sic]'
22. Ms Teacher confirms her wish to charge the rent proposed in the notice - £1,350 per calendar month and the last review to £1,220 per calendar month was on 2 March 2025.
23. The Tribunal is referred to the Property Inspection report carried out by Ms Wendy Cross of Cross Check of Tonbridge, dated 9 March 2026. In summary, Ms Cross says: rear garden lawn requires cutting once weather permits, roof - tile is missing and mossy in places, windows and doors – drafty and the tenant has installed draft excluders, paint cracking and flaking to door, internal decorations – minor marks and incidences of blistering of paint, and mould/condensation noted.
24. At page 16 of 16 of the inspection report, the areas requiring landlord's maintenance listed are: (1) failed tile to roof, (2) walls – investigate and address blistering paint areas in kitchen, (3) address drafty front and back doors and front windows and replace seals to back windows, (4) lounge – investigate and address faulty socket, and (5) bedroom – repaint affected stained area of ceiling. Ms Teacher says the landlord's maintenance team is attending to all the repair issues highlighted.
25. Ms Teacher says the proposed rent is lower than all Tanyard Cottages, for which outline letting details and lettings particulars (where available) are provided too:
 - a) 1 Tanyard Cottages – two double bedrooms, one single bedroom, one reception room, let in 2023 for £1,480 pcm, current rent £1,590 pcm, for which the lettings' particulars are provided.
 - b) 3 Tanyard Cottages – three double bedrooms, one reception room, current rent £1,400 pcm.
 - c) 4 Tanyard Cottages – two bedrooms, one reception room, current rent £1,390 pcm.

- d) A mid-terrace Victorian three-bedroom house let for £1,590 pcm in October 2025, for which the lettings' particulars are provided.
- e) Rightmove comparable lettings of six properties have been drawn down. Each comparable is a three-bedroom house, either terraced or semi-detached, with rental values from £1,600 pcm to £1,950 pcm.

Determination and Valuation

- 26. 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.
- 27. Both parties have provided the Tribunal with Statements to present their cases. The information provided includes a copy of the tenancy agreement, a copy of the property inspection report dated 9 March 2026, a selection of both internal and external photographs, and various comparable lettings evidence.
- 28. From the Tribunal's interpretation of their reading of the papers, the balance of the description of the accommodation and the features of the property are agreed between the parties. The Tribunal determines the accommodation includes a 'utility room' but notes from the photographs provided it is a narrow room which houses the fridge/freezer.
- 29. The Tribunal has considered the comparable lettings provided by Ms Teacher which includes outline lettings' details of the adjacent properties in Tanyard Cottages. The Tribunal attributes more weight to the comparable lettings in the subject terrace than to the further lettings' comparables provided which have been drawn down from Rightmove.
- 30. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by Ms Teacher, the Tribunal determines the market rent of the subject property modernised and in good order to be £1,500.00 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 the comparable properties having white goods, double glazing and curtains provided by the landlord.
- 31. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) No Double Glazing.
 - b) The tenant's provision of the Curtains.
 - c) Dated condition/minor disrepairs to include damp/mould/condensation and poor insulation.

The full valuation is shown below:

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

a) No Double Glazing	£25.00	
b) No Curtains	£25.00	
c) Dated condition etc. c) above	£75.00	<u>£125.00</u> pcm

Market rent	£1,375.00 pcm
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Undue Hardship

32. 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.
33. Ms Gilmore has asked the Tribunal to fix a later starting date in this case. Ms Gilmore says she will otherwise be caused undue hardship and provides the Tribunal with outline details of her monthly income from her Pension and Allowances. Similarly, Ms Gilmore has given outline information on her monthly outgoings to include, gas, electricity, the internet and food. In her letter to the Estate dated 26 January 2026, Ms Gilmore gives outline details of her health issues too.
34. In her Reply, Ms Teacher has provided evidence she wishes the Tribunal to take account of. In her Appendix 2 is the financial information provided by Ms Gilmore at the start of the tenancy (the Tribunal does not include the finite detail of the information provided in its decision). Ms Teacher adds that Ms Gilmore has not provided a full breakdown of her income since 2020.
35. For completeness, Ms Teacher goes on to give further information referenced in her Appendix 7, but the Tribunal notes this is not relevant to its determination on hardship and is privileged.
36. As a result of our decision the rent will increase by £155 per month. The date specified in the landlord's notice is 2 April 2026. On the bases of the evidence supplied by Ms Teacher of Ms Gilmore's financial position at the start of the tenancy, with no further update having been given by Ms Gilmore on the matter in her replies in form Rents 1B, the Tribunal considers the date in the landlord's Notice would not cause her undue hardship and accordingly confirms the starting date for the new rent to be that in the notice – 2 April 2026.

Decision

37. Therefore, the Tribunal determines the market rent at £1,375.00 (One Thousand Three Hundred and Seventy-Five Pounds) per calendar month with effect from 2 April 2026.
38. The Tribunal is aware that this rent is higher than the rent proposed by the landlord in the notice. The landlord is not obliged to charge this higher figure.

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.