

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/43UE/MNR/2026/0050
Property	1 Birch Court, Links Road, Ashted, Surrey, KT21 2EF
Tenant	Ms A C Gavin
Tenant's Representative	None
Landlord	Mr L C G Noble
Landlord's Address	35 Millthorpe Road, Horsham, West Sussex, RH1 4ER
Landlord's Representative	Ms Charley Peters Dutton Gregory LLP Concept House 6 Stoneycroft Rise, Chandlers Ford Hampshire, SO53 3LD
Date of Application	27 February 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	£1,500.00 per Calendar Month
Date the new rent takes effect	1 March 2026

REASONS FOR THE DECISION

Background

1. On 5 January 2026 Ms Charley Peters, 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 £1,650.00 per calendar month (pcm) in place of the existing rent of £1,350.00 pcm to take effect from 1 March 2026.
2. On 27 February 2026, under Section 13(4)(a) of the Housing Act 1988, Ms Gavin referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent and copied the same to Mr Lewis Noble. The Tribunal notes the email and the Rents 1 form are both dated 27 February 2026 too.
3. The landlord is required to have sent their reply and evidence (their case) to the Tribunal within 28 days of 27 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 provided to the Tribunal is dated 23 November 2023, for a fixed term commencing 23 November 2023 to 28 February 2025. The rental period is monthly. In paragraph 7 it says this agreement supersedes the previous agreement dated 5 December 2020.

Allocation of Repairs between Landlord and Tenants.

5. Maintenance – The tenant will, at its sole expense, keep and maintain the property and appurtenances in good and sanitary condition and repair during the term and any renewal of this agreement.
6. Major maintenance and repair of the property not due to the tenant's misuse, waste or neglect or that of the tenant's employee, family, agent, or visitor, will be the responsibility of the landlord or the landlord's assigns.
7. The tenant will keep the property in good repair and condition and in good decorative order. At the expiration of the term, the tenant will quit and surrender the property in as good a state and condition as they were at the commencement of the agreement, with reasonable wear and tear and reasonable damages by the elements excepted.
8. Where the property has its own garden or grass area which is for the exclusive use of the tenant and its guests, the tenant is required to keep the same in reasonable condition.

9. The Tribunal notes at paragraph 33 of the tenancy agreement, the tenant is required to pay the ground rent of £17 per annum and £nil per annum for service charges (for which there are no services provided). Neither party has given submissions on these provisions, and the Tribunal has determined neither provision has an effect on the market rent.
10. 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.

11. Ms Gavin says furniture is provided under the tenancy. The Tribunal notes Ms Gavin has listed the White Goods, which are not items of furniture. Ms Gavin goes on to confirm there are no services provided under the tenancy.

Liability for Council Tax

12. 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

13. The parties have requested neither an oral hearing, nor an inspection. 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

14. 1 Birch Court is a ground floor flat in a two-storey purpose-built 1960/1970's block of traditional brick construction with a pitched tiled roof. From the descriptions given by the parties the accommodation comprises:

Ground floor – one reception room, kitchen, two bedrooms and one bathroom/WC.

Outside – there is a garden.

The Tribunal has been provided with a selection of both internal and external photographs of the property.

Ashtead is to the northeast of Leatherhead, adjacent to junction 9 of the M25. Birch Court runs off Links Road, at its junction with Woodfield Road.

Evidence

15. Mr Noble has submitted a Statement (Rents 1A reply) dated 10 April 2026 and Ms Gavin has submitted a Statement (Rents 1B reply) dated 23 April 2026, coupled with submissions in her application (Rents 1).

The Tenant – Ms Gavin

16. Under ‘Details of premises’, Ms Gavin says, ‘Although the property does include a garage, approximately three-quarters of the space is currently occupied by Mr Noble’s belongings.’ Ms Gavin has provided room dimensions of the property, in metric.
17. Under ‘Furniture’, Ms Gavin says the landlord has provided the White Goods.
18. Under ‘Improvements’, Ms Gavin says she has replaced a door handle and there is a defect to an electrical socket in the kitchen. Under ‘Repairs’, Ms Gavin says that all repairs are the landlord’s responsibility, and none are the responsibility of the tenant.
19. In her Rents 1B reply, Ms Gavin reiterates her belief the garage forms part of the tenancy agreement, albeit it is not specifically mentioned. Similarly, the garden is not specifically mentioned, it follows it would not be included too however, it clearly has been provided.
20. Ms Gavin challenges the landlord’s assertion the proposed rent reflects local market rates. A fair market rent assessment should be based on clear, relevant comparables of similar properties in terms of size, condition, location, and specification. Ms Gavin goes on to say Estate Agents’ opinions or rental valuations are not the same as independently verified comparable evidence.
21. Ms Gavin says the market rent is £1,500.00 per calendar month and adds the new rent proposed does not reflect the condition or overall standard of the property. Ms Gavin says the kitchen and bathroom are not fully complete, and there are elements that remain unfinished. In comparison, a like-for-like property in the block next door is currently being let for £1,500.00 per month, and that property is fully completed and finished to a good standard.
22. Ms Gavin concludes to say, taking into account the incomplete condition of key areas of the property, the restricted use of the garage, and the comparable rental

value of similar properties nearby, £1,500.00 per month would be a fair and more appropriate rental amount.

The landlord – Mr Noble

23. Mr Noble has given replies to the application in his Rents 1A form. Mr Noble does not agree with the details of the tenancy given by Ms Gavin and says the garage was not explicitly included within the tenancy wording, so therefore is not part of the tenancy. Mr Noble goes on to say he has carried out due diligence and the rent proposed is in line with market rates.
24. Mr Noble confirms he wishes to charge the rent he proposed in the notice and attaches letters from three local Estate Agents to verify the proposed rent increase. The Tribunal summarises the Agents' letters as follows.
 - a) A letter dated 26 September 2025 from Ms Jackie Boote, Lettings' negotiator, from Patrick Gardner lettings. Ms Boote caveats that she has not inspected the property, but for a two-bedroom maisonette in Ashted with a garden she would suggest in current market conditions, a suitable marketing price between £1,550 pcm and £1,650 pcm.
 - b) An email dated 26 March 2026 from Mr Aiden Lynch, Head of Lettings at The Cairds Estate Agents. Mr Lynch says he has not carried out a survey and thanks Mr Noble for having invited him to discuss the property. Mr Lynch's recommended rent is £1,750.00 per month.
 - c) A letter dated 29 September 2025 from Mr Mark Coysh of Mark Coysh. Mr Coysh thanks Mr Noble for having invited him to inspect the property to provide an up-to-date lettings valuation. Mr Coysh suggests the property should achieve a rental price between £1,600 pcm to £1,700 pcm.

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 replies in their Rents 1A and Rents 1B forms to present their cases. Ms Gavin has given further submissions in her application. The information provided includes a copy of the tenancy agreement dated 23 November 2023, a selection of both internal and external photographs, and submissions on the market rent.

27. From the Tribunal's interpretation of their reading of the papers, whereas the balance of the description of the accommodation and features of the property are agreed by the parties, there is disagreement as to whether the garage is included in the demise. Mr Noble says as the garage is not specifically included in the demise in the tenancy agreement, it is not included in the same. Ms Gavin says she has always had a key to the garage and to apply the same logic to the garden, it would not be included in the demise too, but it is.
28. There is no evidence before this Tribunal that the garden referred to in the Ms Gavin's application is not within the demise, accordingly the Tribunal determines it is included.
29. As to the garage, the Tribunal determines on the bases of the evidence before it, it is not included in the demise. Although, the Tribunal notes Ms Gavin has access to the garage by virtue of holding a key to the same, albeit only in part due to Mr Noble's belongings.
30. The Tribunal has considered the Estate Agents' letters of advice on marketing to let provided by Mr Noble, Ms Gavin's comments thereon and her submissions on a near-neighbouring property assist the Tribunal to reach its determination to a degree.
31. Relying on its own expert, general knowledge of rental values in the area, and the limited submissions on rental value given by the parties, the Tribunal determines the market rent of the subject property modernised and in good order to be £1,550.00 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, central heating, double glazing, carpets and curtains provided by the landlord.
32. Following what the Tribunal says in paragraph 27 above, the Features described by the landlord are agreed by the parties. That is to say, no pushback has been given by Mr Noble in his Rents 1B reply that the landlord has provided all of the White Goods, there are neither furniture, nor services provided under the tenancy, that Ms Gavin has been required to repair a door handle and there is a defective electrical socket in the kitchen.
33. At this juncture the Tribunal determines a defective electrical socket has a *de minimis* effect on rental value.
34. Mr Noble has given no pushback on Ms Gavin's submissions on repairs, such that all repairs are the responsibility of the landlord and that her repairing responsibilities are 'None.' Similarly, Mr Noble has given no pushback on Ms

Gavin's non-specific submissions in her application that 'The kitchen and bathroom are not fully complete.'

35. On the question of whether the kitchen and bathroom are '...not fully complete', the Tribunal has not been given any further evidence beyond that what Ms Gavin has stated. Mr Noble, having been given the opportunity to give a reply to the assertion in his form Rents 1A, is silent on the point. Whereas the Tribunal has been provided with photographs of the property to assist to reach its decision, neither party has drawn its attention to any matter to assist further on the subject. To that end the Tribunal is required to make a judgement as to whether an adjustment is required to be made to its market rent to reflect an incomplete kitchen and bathroom. In the absence of any counter-submission from Mr Noble, the Tribunal has determined to make an adjustment to its market rent at paragraph 31 above, having applied its specialist knowledge, and in the absence of any evidence on quantum, makes an adjustment of £50 per calendar month for the same.
36. From the market rent the Tribunal has made an adjustment in relation to the following:

a) Incomplete kitchen and bathroom.

The valuation is shown below:

Starting Rent		<u>£1,550.00</u> pcm
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Less

a) Incomplete kitchen and bathroom	£50.00	<u>£50.00</u> pcm
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Market rent	£1,500.00 pcm
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Undue Hardship

37. 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.
38. Some of Ms Gavin's submissions on hardship are privileged and therefore not discussed by the Tribunal in its decision. Ms Gavin has given submissions that the proposed increase would place significant financial strain. Ms Gavin goes on to request that any increase be applied from the date the decision is made, rather than backdated. To apply the increase retrospectively would cause significant financial difficulty.

39. In her Rents 1B Ms Gavin adds the level on increase would place the tenancy under financial pressure and is likely to make it extremely difficult for us to continue to live in the property. Ms Gavin concludes to say whilst the landlord states the rent proposed is in line with market rents and aligns with expected Universal Credit (UC) levels, she does not accept these as either appropriate or reliable bases to justify the proposed rent.
40. In his reply to the tenant's submission she will suffer hardship, Mr Noble says the rent is in line with current market rent rates and is also in line with expected universal credit pricing/expectations.
41. As a result of our decision the rent will increase the current rent payable of £1,350 per month by £150 per month, up to £1,500 per month, which Ms Gavin says is the market rent of the property. From the submissions of the parties, the Tribunal has determined the rent proposed by Mr Noble of £1,650 per calendar month would have caused Ms Gavin undue financial hardship; but that of £1,500 per calendar month determined by the Tribunal and that which Ms Gavin says is the market rent per se, would not do so. Accordingly, the Tribunal confirms the starting date for the new rent of £1,500 per calendar month to be that in the notice – 1 March 2026.

Decision

42. Therefore, the Tribunal determines the market rent at £1,500.00 (One Thousand Five Hundred Pounds) per calendar month with effect from 1 March 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.