



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

|                               |          |                                                                                |
|-------------------------------|----------|--------------------------------------------------------------------------------|
| <b>Case Reference</b>         | <b>:</b> | <b>CAM/22UB/MNR/2026/0109</b>                                                  |
| <b>Property</b>               | <b>:</b> | <b>61 Rokells Basildon<br/>Essex SS14 2BD</b>                                  |
| <b>Applicant</b>              | <b>:</b> | <b>Blessing Adigun &amp; Ahmed Adigun<br/>(Tenants)</b>                        |
| <b>Representative</b>         | <b>:</b> | <b>None</b>                                                                    |
| <b>Respondent</b>             | <b>:</b> | <b>NHIH Properties Ltd. (Landlord)</b>                                         |
| <b>Representative</b>         | <b>:</b> | <b>Arun Estate Agencies Ltd</b>                                                |
| <b>Date of Application</b>    | <b>:</b> | <b>6 May 2026</b>                                                              |
| <b>Type of Application</b>    | <b>:</b> | <b>Determination of a Market Rent<br/>sections 13 &amp;14 Housing Act 1988</b> |
| <b>Tribunal Members</b>       | <b>:</b> | <b>Mr Neil Martindale FRICS<br/>Mr Kawah Beheshtizadeh</b>                     |
| <b>Date of Decision</b>       | <b>:</b> | <b>16 July 2026</b>                                                            |
| <b>Rent Determined</b>        | <b>:</b> | <b>£1800 per calendar month</b>                                                |
| <b>Date of new rent start</b> | <b>:</b> | <b>15 June 2026</b>                                                            |

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**REASONS FOR DECISION**

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**Background**

- 1 A landlord's notice dated 23 April 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £1870 pcm in place of the passing rent of £1750 pcm to take effect from 15 June 2026.

2 On 6 May 2026 under S.13(4)(a) Housing Act 1988 the tenant referred the landlord's notice proposing a new rent to the Tribunal for determination via a completed MR1 / standard Form 6.

3 The assured tenancy is now calendar monthly periodic.

### **Allocation of Repairs between Landlord and Tenant**

4 As per S.11 Landlord and tenant Act 1985.

### **Landlord's Service Charges and Furniture provided and costs.**

5 None.

### **Liability for Council Tax**

6 Tenant.

### **Other relevant terms of tenancy**

7 None

### **Inspection and Hearing**

8 An inspection is not routinely carried out. The Tribunal is content that it has sufficient information on the Property, its condition and on comparables, from a combination of the written and/or photographic representations received and from its own knowledge and specialist expertise.

### **Property**

9 There was no inspection. The Property is a 3 level mid-terraced house dating from around 1960. It appears to be an old former New Towns Commission home on an estate of very similar housing from the same era. It has a small front yard and a rear garden including a freestanding timber shed. (Google Streetview July 2024). There are limited off road and on road parking places. The Property has an integral single garage.

10 The house appears to be traditional construction, brick fair faced and rendered walls to front elevation. The main roof is flat roof most likely on a concrete or timber deck. It is set within the a street of very similar, 1960's family houses, mainly three and four bedroom, on an estate.

11 The Property has 3 bedrooms and 'boxroom' to the upper floors, living room, kitchen, bathroom/wc and ground floor wc. Central heating, with full double glazing, floor finishes and white goods were all apparently originally provided by the landlord.

## **Evidence**

- 12 The Tribunal received completed Form MR1 and Form 1b from the tenant. The Tribunal received a Form 1a from the landlord, from the tenant. The Tribunal is grateful for such information as was received from the parties.

## **Tenant**

- 13 The tenants referred to the older nature of the house and referred to a number minor defects, some longstanding. Initially the house was said to be dirty but was cleaned prior to the initial letting. The tenants eventually replaced most of the former dirty or otherwise defective floor finishes with their own carpets and tiles. They also had to redecorate most of the rooms. There was damage to coving in the living room and the garage door lock internal and to the outside was defective. There seemed to be a problem in getting these fixed. The air filter over the stove and the shower door were both said to be defective.
- 14 The tenants suggested that the rent reduce to £1700 pcm for the Property at the valuation date.

## **Landlord**

- 15 The Tribunal received representations from the landlord in Form 1a. The landlord contested the 'dirty' carpets and poor decorations required replacement and that the tenants replacement of same was a breach of their tenancy. The landlord did not refer to the defective WC flush mechanism.
- 16 The landlord supplied details of other local properties.

## **Law**

- 17 In accordance with the terms of S.14 of the Act we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; but assuming that the Property to be in a reasonable internal decorative condition.

## **Validity**

- 18 The tenant did not challenge the validity of the notice.

## Valuation

- 19 From the landlord's comparables and from the Tribunal's own general knowledge of market rent levels in and around Basildon it determines that the subject Property would let on normal Assured Shorthold Tenancy (AST) terms, for £1850 pcm, fully fitted and in good order. This is the rent we would expect the Property to let for in the open market if it was in the same condition as comparable properties including landlord's white goods carpets and curtains.
- 20 The Tribunal found that defects or other shortcomings at the Property were of a minor nature but sufficient to justify a small reduction in the rent from this starting point. The Tribunal therefore sets the new market rent at £1800 pcm.

## Undue Hardship

- 21 A new rent takes effect from the date in the landlords notice. In cases of undue hardship the Tribunal has discretion to fix a later starting date. The tenant did not provide sufficient information to show *undue* hardship from the rent increase.

## Decision and effective start date

- 22 The Tribunal sets the starting date of the new rent of £1800 pcm from the date of the notice, 15 June 2026.
- 23 **Although the landlord is not obliged to charge this rent and may charge a significantly lower rent as a result of their own choice, policy, or governmental regulation; they may not charge more than this figure.**

**Chairman N Martindale FRICS**

**Date 16 July 2026**

## Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 decision to the person making the

application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).