

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/22UB/MNR/2026/0130
Property	Flat 13 Central House, Eagle Way, Brentwood, Essex, CM13 3GF
Tenant	Susan Elizabeth Clarke
Tenant's Representative	None
Landlord	Citra Living Properties (No 1) Limited
Landlord's Address	C/O Touchstone Corporate Property Services Limited, 2 Crescent Office Park, Clarks Way, Bath, BA2 2AF
Landlord's Representative	Daniel Comber, Touchstone Corporate Property Services Limited
Date of Application	29 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Alice Holtom Dr Jan Wilcox FRICS
Date of Decision	17 July 2026
Rent Determined	£1505
Date the new rent takes effect	1 June 2026

REASONS FOR THE DECISION

Background

1. On 21 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1505 per calendar month (pcm) in place of the existing rent of £1,450 pcm to take effect from 1 June 2026.
2. On 29 May 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured tenancy commenced on 1 February 2022 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.

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

5. None.

Liability for Council Tax

6. The Tenant/Landlord is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive/inclusive 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 ground floor flat offering the following accommodation:

Two bedrooms, two bathrooms (both ensuite), one toilet and an open plan living room and kitchen.

The Property benefits from a washer dryer, cooker, dishwasher and fridge freezer.

The Property is situated in a purpose-built building on the outskirts of Brentwood within a predominantly residential area.

Evidence

10. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

11. The Tenant made the following comments:

- a) The Tenant proposes a market rent of £1,200.
- b) The property has suffered from a long period of significant disrepair, including damp. Works were commenced on 24 May 2026 regarding the damp issues following the intervention of the Local Authority Environmental Health department but remains in a poor condition and is likely to return.
- c) There is a broken seal on the cooker, and the worktop is unlevel causing water to drain off into the dishwasher which in turn has caused the door to split in the corner.
- d) The Landlord or their agents are aware that all maintenance issues have not concluded.

12. In terms of rental evidence, the Tenant did not provide any comparable properties for the Tribunal to consider.

The Landlord

13. The Landlord made the following comments

- a) All known and reported maintenance issues had been completed before the commencement of the proposed rent increase.

14. The following comparables were provided by the Landlord (all two bed flats):

- a) A list of thirty comparable two-bedroom properties in the same building within their own portfolio let for between £1,525 and £1,800. The Landlord did not provide the actual 'Unit' number for the properties for privacy reasons for the other tenants.
- b) The landlord provided evidence of communications in April 2026 indicating that the Tenant was in arrears of £800 and that the Tenant was overpaying £550 per month to repay the arrears.

Determination and Valuation

- 15. The Tribunal noted that the Landlord identified within the tenancy agreement differed from the Landlord identified within the Notice of Rent increase and Landlord's reply. The Tribunal sought confirmation from Citra Living Properties (No 1) Limited of their status as Landlord.
- 16. The Tribunal was provided a copy of a notice of change in Landlord dated 19 March 2025 pursuant to section 3 of the Landlord and Tenant Act 1985 and section 48 of the Landlord and Tenant Act 1987 confirming the sale of the subject property from WHQ Rentals Limited to Citra Living Properties (No1) Limited from 1 July 2024. The Tribunal is satisfied that Citra Living Properties (No 1) Limited is the current Landlord.
- 17. The Tribunal notes that the Tenant did not provide any comparable evidence in support of the proposed figure of £1,200 pcm.
- 18. The Landlord provided evidence of rents achieved for a substantial number of two-bedroom properties within the same development, ranging from £1,525 pcm to £1,800 pcm. Limited weight can be attached to that evidence because the individual properties have not been identified and their layouts, sizes and conditions cannot therefore be verified. In addition, the Landlord did not confirm the dates that these properties were let or explain why the rent sought for the subject property is lower than any of the comparables provided by the Landlord as achieved rents. The Tribunal nevertheless regards the Landlord's evidence as relevant because it relates to properties within the same building and the rent proposed remains below all the comparable evidence provided.
- 19. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1505 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.

20. The Tenant relied upon allegations of damp, a defective cooker seal, an uneven worktop and damage to the dishwasher door. Photos were provided by the tenant but did not include photos of the main living space and kitchen. None of photos provided substantiated the tenant's claims regarding disrepair or a damp within the subject property.
21. The Tribunal has carefully considered the photographs and documents supplied by the parties. The material before the Tribunal does not demonstrate the existence of damp or mould affecting the letting value of the Property at the valuation date. Whilst there is evidence that investigations and remedial works were undertaken, the Tribunal has not been provided with sufficient evidence to establish that any continuing defect that would materially affect the rental value of the Property.
22. Similarly, the remaining defects identified by the Tenant are either unsupported by evidence or are relatively minor matters which the Tribunal does not consider would justify any measurable reduction in market rent. Accordingly, the Tribunal makes no adjustment to its assessment of market rent.

Market rent

£1,505

Undue hardship

12. 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.
13. The Tenant stated that a rent increase will cause them hardship. The Tenant did not provide any supporting documentation or specify why they will experience hardship if the rent is increased.
14. The Landlord stated that the Tenant has not provided any details regarding the hardship that they will experience as a result of the proposed increase and that they are not aware of any financial hardship experienced by the Tenant.
15. In the absence of any explanation of the nature or extent of that hardship, or any documentary evidence in support of this contention, the Tribunal is unable to assess the impact of the proposed rent on the Tenant's financial circumstances and therefore places little weight on this submission.
16. As a result of our decision the rent will increase by £55 a month. Whilst the increased rent will inevitably result in higher housing costs and may require the

Tenants to reallocate their financial resources and adjust their expenditure, such consequences are a natural consequence of a market rent increase and do not, without more, amount to undue hardship. On the evidence available, the Tribunal is not persuaded that the Tenants have demonstrated undue hardship arising from the rent increase to justify postponement of the effective date of the new rent.

Decision

17. Therefore, the Tribunal determines the market rent at £1505 per calendar month with effect from 1 June 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.