

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/29UQ/MNR/2026/0070
Property	Flat 7 The Chartwell 21 Goods Station Road Tunbridge Wells Kent TN1 2DE
Tenants	Mr M Mahalingam
Tenant's Representative	None
Landlord	Mr A Ghoz
Landlord's Address	Flat 23 Welbeck Court London W14 8XW
Landlord's Representative	Countrywide Residential Lettings
Date of Application	13th March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	I R Perry FRICS S J Hodges FRICS
Date of Decision	8th June 2026
Rent Determined	£1,330 per calendar month
Date the new rent takes effect	14th April 2026

REASONS FOR THE DECISION

Background

1. On 12th February 2026 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,850 per calendar month ("pcm") for the Property in place of the existing rent of £1,550 pcm to take effect from 14th April 2026.
2. On 13th March 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 14th April 2025 at a rent of £1,550 pcm.

Allocation of Repairs between Landlord and Tenant.

4. The Landlord is responsible for repairs.

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 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.

7. None

The Property

8. The Property is a stated to be a second floor flat within a purpose-built modern block comprising a living room/kitchen, 2 bedrooms and bathroom with wc. Outside there is a single allocated car space.

Evidence

9. The Tenant provided an application form with a floorplan, photographs and screenshots of a conversation with the Landlord's Agent.

The Tenant.

10. The Tenant made the following submissions/comments:
 - a) The Landlord has refused to carry out repairs including a faulty extractor, mould and damp in the bathroom, dishwasher broken for 6 months, water leak beneath kitchen sink and broken curtain rail.
 - b) Beading to wooden flooring is also broken and carpeting has deteriorated since the start of the tenancy.
 - c) A correct rent would be £1,350 per month.
 - d) Messages from the Landlord's Agent confirming that the Landlord was not minded to authorise repairs.
 - e) An advertisement from Rightmove for a similar flat with an asking rent of £1,550 pcm.

The Landlord

11. The Landlord did not provide any submissions to the Tribunal.

Determination and Valuation

12. In his submission the Tenant questions whether the Notice of Rent increase is valid because it seeks to increase the rent from the date of commencement of a new periodic tenancy. The Tribunal disagrees with the Tenant and finds that the Notice is valid.
13. Relying on its own expert, general knowledge of rental values in the area, the comparables provided by the Landlord's Agent and details of three identical flats in the development advertised at £1,400 pcm and £1,450 pcm, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,400 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, flooring and curtains provided by the landlord.
14. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Old carpets.

- b) General wants of repair including damp, extractor fan, dishwasher and curtain rail.

The full valuation is shown below:

Starting Rent £1,400 pcm

Less

- | | | |
|-------------------------------|-----|------------|
| a) Items given under a) above | £20 | |
| b) Items given under b) above | £50 | <u>£70</u> |

Market rent £1,330 pcm

Undue hardship

15. 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.
16. The Tenant has made no submission or provided any evidence that the new rent will cause undue hardship in respect of hardship.

Decision

17. Therefore, the Tribunal determines the market rent at £1,330 per calendar month with effect from 14th April 2026, this being the date specified in the Notice.

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.