

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AD/MNR/2025/0968
Property	288, Bexley Lane, Sidcup, Kent, DA14 4JG
Tenant	Mr P Castle
Landlord	Mr A Wincott
Landlord's Address	41, Bexley Road, Erith, Kent, DA8 1SH
Date of Application	5 September 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Ms H Bowers MRICS (Chair) Ms C Barton MRICS Mr P Joseph MRICS
Date of Decision	13 July 2026
Rent Determined	£1,600 per month
Date the new rent takes effect	28 September 2025

REASONS FOR THE DECISION

Background

1. On 15 August 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,250 per calendar month (pcm) in place of the existing rent of £1,400 pcm to take effect from 28 September 2025.
2. On 5 September 2025, 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 28 April 2018 for a term of twelve months. The rental period is monthly. The initial rent was fixed at £1,400 pcm.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

Inspection/Hearing

5. The Tribunal has considered this case on the basis of an inspection and on the papers provided by the parties and its own knowledge and specialist expertise.

The Property

6. The Tribunal carried out an inspection of the Property on 13 July 2026 in the presence of the Tenant. The Landlord's representative, Mr D Francis of Prime Properties was in attendance. However, the Tenant refused access to Mr Francis because of other ongoing legal proceedings. Mr Francis was content for the Tribunal to inspect and at the end of the inspection the Tribunal spoke to both parties to give a very brief description of the property. It was also confirmed that during the inspection Mr Castle did not, in essence, make any comments. We should also note that during the inspection and the brief discussion before and after the inspection with Mr Castle and Mr Francis, Mr Castle wore a portable camera device around his neck. Mr Francis objected to this but then stepped away onto the public footpath and behind some vegetation so that he could not be filmed.
7. The Property is a semi-detached house offering the following accommodation:

A through living room and a kitchen on the ground floor and three bedrooms and a shower room on the first floor. The house has central heating, double-glazing, carpets, curtains and white goods provided by the Landlord, but the Tenant states that some of the carpets, curtains and white goods have been provided by the Tenant.

Outside: There is an attached garage and a good sized driveway and gardens to the front and rear.

Evidence

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

The Tenant.

9. In the Reply Form the Tenant stated that there are historic damp patches and that the property has not been decorated externally for eight years. It is stated that the wooden windows and patio doors are rotten and need replacing. In respect of the third bedroom there is damp penetration from faulty render and exposed brickwork behind a downpipe. Prior to refurbishment in December 2025 the bathroom was in a very poor condition and was causing flooding to the kitchen below and the ceiling in the kitchen is covered in timber, which hides the historic water penetration. It is said that the garage is unusable with a collapsing asbestos roof and a Hazard Awareness Notice has been in place about this since 2023. A second Reply Form acknowledges that the Landlord has responded to some of the disrepair and has remedied the central heating system, mould, electrical faults and water leakage from the shower room and installed a new shower and panelling and replaced the WC in December 2025. But it is stated that the damp penetration to the small bedroom has not been remedied although the Landlord has painted the walls with two coats of paint.
10. It is further expanded that the central heating system has been in disrepair from the start of the tenancy.
11. The Tribunal has been provided with a copy of a report dated 13 June 2023 by Frankham Risk Management Services Limited and an Expert Report from P G Ashton & Sons following an inspection on 8 October 2025. The Expert Report was prepared for the other proceedings in the County Court. The Expert Report confirmed a number of the defects that had been identified by the Tenant. It confirmed that five radiators on the ground floor were non-functional and that the boiler failed repeatedly; that there was an on-going leak from the shower and water had penetrated to the kitchen ceiling; there was mould in the bathroom; there were concerns about electrical safety; there was damp and mould in the

small bedroom; that the external window frames and window ironware were defective; that the garage was unstable with an asbestos roof.

12. The Tenant has also provided details of the Local Housing Allowance for Bexley Local Authority.
13. There are some photographs of the property. Those photographs include an image to show the garage roof propped up and some pictures showing the external timber work to the house, in need to some maintenance.

The Landlord

14. The Landlord provided a list of eight comparables that appear to be within a mile of the subject property. The comparables are summarised as follows:
 - a) Blenheim Road – three-bedroom, semi-detached house with two bathrooms, garage and a large kitchen. Let agreed at £2,250 pcm.
 - b) Rowley Avenue – a newly refurbished, three-bedroom, semi-detached house with a through lounge, extended modern kitchen and a garage. Let agreed at £2,250 pcm.
 - c) Maylands Drive – asking rent £2,150 pcm.
 - d) Eynswood Drive - three-bedroom, semi-detached house with off road parking but no garage. Asking rent £2,150pcm.
 - e) Lewis Road - three-bedroom, new build maisonette. Let agreed £2,050 pcm.
 - f) Stansted Crescent - three-bedroom, semi-detached house with garage and parking space. Let agreed £2,050 pcm.
 - g) Sidcup Hill - three-bedroom, semi-detached house, with parking but no garage. Asking rent £2,000pcm.
 - h) Selborne Avenue - three-bedroom bungalow. Let agreed at £2,000 pcm.
15. In the Landlord's Reply Form, it is explained that the Landlord had spent £7,000 in 2026 providing a new boiler and upgrading the bathroom. It is explained that the property is in walking distance of two stations and is within the catchment area of some good schools.
16. The Landlord submits that the Tenant refers to historic disrepair that has now been remediated and that the Tenant's evidence should be disregarded. And the proposed rent reflects the open market value of compatible properties in the area.

Determination and Valuation

17. The Tribunal's task is to determine the market rent of the subject property at the relevant valuation date. That date is the date that is proposed as the start date of

any new rent in the Landlord's Notice of Increase. In this case that date is 28 September 2026. The Tribunal should take account of the condition of the property as at that date. It is appreciated that the Landlord has undertaken work after the valuation date in December 2025. It is clear that on the valuation date the property suffered from some disrepair and in particular the problems with mould/damp penetration/flooding from the shower room and in the small bedroom, a defective central heating system, defective shower room and the garage which is unusable and with an asbestos roof, concerns about electrical safety and that the windows and doors needed some maintenance. These are factors that the Tribunal considers would cause a prospective tenant to adjust their rental bid. The Tribunal found the external woodwork in need of maintenance, but we do not consider this would cause a prospective tenant to adjust their bid.

18. The evidence of the local Housing Allowance rates for Bexley does not assist the Tribunal to determine what is the market rent for the property.
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 £2,200 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 provided by the landlord.
20. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Disrepair as set out in paragraph 17 above.

The full valuation is shown below:

Starting Rent			<u>£2,200</u> pcm
<u>Less</u>			
a)	Items given under a) above	25%	£600
Market rent			£1,600 pcm

Undue hardship

21. 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.

22. The Tenant has asked the Tribunal to fix a later starting date in this case because an increase in the rent would cause hardship. However, he provided no evidence of his financial circumstances. There were no comments from the Landlord. We note that this was the first increase in the rent since the tenancy commenced in 2018. In the absence of any submissions or evidence the Tribunal will not exercise its discretion under section 14(7) of the 1988 Act. The new rent will take effect from 28 September 2025.

Decision

23. Therefore, the Tribunal determines the market rent at **£1,600 per calendar month** with effect from **28 September 2025**.

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.