

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AR/MNR/2026/0348
Property	18A Upminster Road South, Rainham, Essex, RM13 9YX
Tenant	Mikkie Sunday
Tenant's Representative	
Landlord	Shirlett & Tudor Estates Limited
Landlord's Address	c/o 226 Abbs Cross Lane, Hornchurch RM12 4NA
Landlord's Representative	Riverlow Estates TRL Management Ltd
Date of Application	14 May 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge D Brandler Dr Jan Wilcox FRICS
Date of Decision	29 July 2026
Rent Determined	£1,000.00 per calendar month
Date the new rent takes effect	1 June 2026

REASONS FOR THE DECISION

Background

1. On 24 April 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,750.00 per calendar month (pcm) in place of the existing rent of £ 875.00 pcm to take effect from 1 June 2026.
2. On 14 May 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy commenced on 1 July 2022, although the Tenant advises that his current tenancy commenced on 1 March 2017 [p.4]. The rental period is monthly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. In his application form, the Tenant has indicated that he considers that the Landlord's notice is invalid due to the following reasons: the rent has doubled, instead of previous increases of £50; this indicates that there have been rent increases since the start of the tenancy, although the Landlord's notice states that the first increase in rent is 1 June 2026.
5. Neither the Landlord nor anyone on their behalf have responded.
6. Having considered the Tenant's submissions on this point, the Tribunal do not find the increase proposed to invalidate the notice. It is a matter for the Tribunal to determine a market rent. In relation to the error in the form stating that the current rent increase is the first increase after 11 February 2003, contrary to the Tenant's assertion that the rent has previously been increased on occasions, the Tribunal finds although these issues appear unprofessional, they do not invalidate the Notice.
7. The Tribunal therefore finds that the Notice is valid and continue to determine the rent.

Allocation of Repairs between Landlord and Tenant.

8. 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.

9. None

Liability for Council Tax

10. 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.

11. None

Hearing

12. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the Tenant and its own knowledge and specialist expertise.

The Property

13. The Property is a first-floor flat forming part of two floors containing 12 flats above commercial units on Upminster Road South, offering the following accommodation:

Property: two bedrooms, one living room, one kitchen and one bathroom

Outside: access to the property appears to be only from the rear of the block behind the commercial units

The Property benefits from double glazing and has electric heating

The Property is situated in a mixed commercial and residential area, with neighbourhood shops, close to Rainham railway station.

Evidence

14. The Tenant completed the relevant MR1 (tenant). The landlord was sent form MR2 but failed to respond to the Tribunal.

The Tenant

15. The Tenant made the following comments:

- a) The Tenant confirmed that he had provided the Landlord's Notice of Increase.
- b) The Tenant informed the Tribunal that he had installed new kitchen cupboards and bathroom cupboard and worktop. He also advised that he had put new carpet in the front room which he had asked the Landlord to pay for, but they did not respond to the request.
- c) The Tenant informed the Tribunal that there had been a leak from upstairs for over a year into the bathroom, that the tenant had started to redecorate, but the Landlord then repaired the leak and painted most of the walls. The photographic evidence shows that the decoration remains in part outstanding, and the flooring around the WC appears to have been affected by the leak.
- d) The Tenant advised that there is double glazing, that most of the locks are broken.
- e) No furniture is provided in the tenancy
- f) The tenant uploaded photos of each room
- g) The Tenant further informed the Tribunal that the landlord has seven other flats in the block which are rented out to an agency and all the other flats are rented out at less than £900 pcm.
- h) The Tenant informed the Tribunal that the landlord has tried to evict them and the other tenants, and they have received two s.21 Notices since June 2025.

16. The Tenant did not provide comparable rental evidence

The Landlord

17. The Landlord did not respond to the Tribunal.

18. The Landlord did not provide any comparable rental evidence.

Determination and Valuation

19. In the absence of any evidence from the Landlord, the Tribunal accepted the Tenant's evidence about improvements carried out by them, as well as the evidence of leaks to the property.
20. Relying on its own expertise and general knowledge of rental values in the area, and noting that the property is above a commercial unit with access from what appears to be a service area at the rear of the building, which is not comparable to a flat in a purpose-built block, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,250.00 pcm. This is the rent we would expect the property to let for in the open market at the valuation date.
21. From this level of rent, the Tribunal has made adjustments in relation to the following:
- a) Tenant's own improvements by installing kitchen and bathroom cabinets, and top, and living room carpet 10%
 - b) Poor condition of the bathroom and kitchen 5%
 - c) No central heating 5%

The full valuation is shown below:

Starting Rent	<u>£1,250.00</u> pcm
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Less

a) Items given under a) above	£ 125.00	
b) Items given under b) above	£ 62.25	
c) Items given under c) above	£ 62.25	<u>£ 250.00</u>

Open-Market Rent	£1,000 pcm
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Decision

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 has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because they suffer from anxiety and provided a photograph of medication allegedly prescribed but there was evidence that this medicine had been prescribed to him. No further detail was provided to support the tenant's financial situation.
14. The Landlord did not respond to the Tribunal and therefore did not respond to the Tenant's application for postponement due to hardship.
15. As a result of our decision the rent will increase by £125.00 per month. On the basis of the evidence supplied by the Tenant and the Landlord's lack of response, the Tribunal considers that for the increase to take effect from the date specified in the Landlord's Notice, it would not cause undue hardship and accordingly sets the starting date for the new rent as 1 June 2026

Decision

16. The Tribunal determines the new rent amount at £1,000.00 per calendar month with effect from 1 June 2026

Signed: Judge D Brandler

Date: 29 July 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 (rule 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.