FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**CAM/00KG/MRA/2026/0029**
Property	**:**	**33 Chaucer Close** **Tilbury Essex RM18 8EG**
Applicant	**:**	**Elena Putina (Tenant)**
Representative	**:**	**None**
Respondent	**:**	**Balwinder Sanghera (Landlord)**
Representative	**:**	**None**
Date of Application	**:**	**10 July 2026**
Type of Application	**:**	**Determination of a Market Rent sections 13 &14 Housing Act 1988**
Tribunal Members	**:**	**Mr. N. Martindale FRICS** **Ms. S. Greer**
Date of Decision	**:**	**18 August 2026**
Rent Determined	**:**	**£1750 per calendar month**
Date of new rent start	**:**	**11 November 2026**

REASONS FOR DECISION

Background

1 A landlord's notice within Form 4a, undated (save that it was served on or after 1 May 2026), under Section 13(2) Housing Act 1988 proposing

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a new rent of £1800 per calendar month in place of the passing rent of £1350 pcm with effect from 11 September 2026.

2 At a date, prior to the effective date, under S.13(4)(a) Housing Act 1988 the tenant referred the landlord's notice proposing a new rent, to the Tribunal for determination.

3 The assured tenancy is now periodic calendar monthly.

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. No furniture. Landlord's White Goods assumed.

Liability for Council Tax

6 Tenant (see above).

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 any photographic representations received and from its own knowledge and specialist expertise.

Property

9 There was no inspection. The Property is a mid terraced two storey house built in the 1970's. The Property is thought to have three bedrooms, living room, kitchen, bathroom wc, though the Tribunal could not find confirmation of the extent of accommodation anywhere, in the 663No. page bundle.

10 It is part of an extensive residential housing estate in Tilbury not far from the docks. It is set within a host of dwellings in this road of a almost identical design, age and arrangement as purpose built family homes. There is a yard to front and garden to the rear. There are no on-street parking restrictions. There is off street parking at the Property. (Google Streetview July 2024).

11 The Property is of traditional brick, fair faced external appearance to each side of the wall openings, then tile hung to first floor and rendered to ground floor. The main roof over the Property is simple low, double

pitched, single lap tiled covering. The Property seems to be in fair order. Window glazing appears to be double glazed to the Property. There is gas fired, water and space heating.

Evidence

12 The Tribunal received completed Form MR 1 and MR 3 from the tenant. Form MR2 from the landlord was received. The Tribunal is grateful for such information as was provided by one or both of the parties.

13 On the day before the determination the Tribunal Panel was sent a bundle of some 696No. pages A4, followed by some additional pages from the applicant and respondent. The Tribunal declined to receive the bundle and the additional pages so late.

14 The Tribunal had already received a combined bundle of some 663No. pages A4. It contained numerous documents in a wide range of magnifications and formats making it particularly hard to read. In many cases several copies of each document were scattered throughout; streams of 'Whats App" message trails and email strings setting out accusations and counter accusations on the respective conduct and misconduct of the parties made against the other were included: The tenant was accused of slow rent payments and rent arrears; the landlord accused of delayed repairs and/ or failing to comply with other aspects of rented housing law health and safety and other obligations.

15 The Tribunal's role here is not to adjudicate on landlord and tenant disputes but, to set a new market rent at the valuation date, being the date of the hearing. In all, the Tribunal found much of this material from both parties was not directly relevant.

16 The Tribunal also found photographs of the Property inside and outside, distributed through the bundle. The photographs show a house that was in fair to good condition inside and out. Some decorations and floor repairs were being undertaken inside.

17 As referenced earlier the Tribunal, despite the enormous bundle, did not find simple confirmation, anywhere, of the accommodation provided at the Property. It had to assume the space described above.

Tenant

18 The tenant contested the form of the landlords S.13 Notice and challenged the new rent. The tenant felt that the notice was not valid as the landlord had not protected the rent deposit, had not provided a copy of the EPC nor of electrical and gas safe certification and was not licencing under a selective landlord licensing scheme. The rent should remain at £1350 pcm in their view.

19 The tenant referred to a number of items of disrepair, including: rain flooding into the hall, destroying the flooring together with inherent defects to under floor drains within the Property which had been damaged and were blocking up. There was said to be lots of damp and mould and outdated fixtures. The gas fired central space and water heating boiler system, had been inefficient and defective for years. Although of late the landlord was now seeking and in some cases completing repairs to the Property the nuisance and dust arising would cause harm to her household's health.

20 The tenant did not cite rents from comparable lettings or properties in the market locally.

Landlord

21 The landlord set out a counter narrative to the "issues" and maintained that works were undertaken to repair the Property when required. However he said he had been denied access and/or that the tenant had not told him of disrepair promptly or at all.

22 The landlord represented that they had applied for the licence to let within the required period and any delay in grant was down to the licensing authority. The landlord also supplied a series of undated photos which he said showed the Property as clean and tidy prior to let.

23 In their Form MR2/1a, the landlord provided some contrasting comparable material from local properties available to rent in Tilbury including: Dickens Avenue (1950's) mid terrace house available at £1800 pcm, July 2026; and from Brunel Road at £1775 pcm, June 2026.

Law

24 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

25 The Tribunal considered the reasons stated above, taken from the tenant's application. These "reasons" have no bearing on the validity of a S.13 Notice served under the Act. The Tribunal finds the notice valid.

Valuation

26 From the Tribunal's own general knowledge of market rent levels in Tilbury for a Property of this type and location, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £1750 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 and carpets in the Property.

27 Although the tenant made various complaints about a leaking roof and under floor drains there was almost no independent evidence to be found in the representations to support this. Such photographs as could be found appeared to show a house in fair to good order internally and externally. The tenant spoke of these photographs as taken at the time of letting; the landlord said that they were recent. Without meta data on the photographs or even simple date stamps the Tribunal has very little to go on.

28 There are a small number of minor defects at the Property but, nothing that the Tribunal can see as material to the new market rent so it makes no deduction to that rent. The Tribunal therefore determines the new market rent at £1750 pcm.

Undue Hardship

29 Allowance for hardship from this increase in the rent was sought by the tenant in their application; based largely on tenant household health issues, unemployment and that the Area Housing Allowance was unlikely to cover the rent at the figure proposed. They referenced significant health issues of the tenant's household. The tenant provided some additional material on finances, which seemed to the Tribunal to be response to the landlord's claim of unpaid rent. The Tribunal found the context

30 Undue hardship is not a factor in setting the level of new rent, simply it may allow the Tribunal to delay the start date. The Tribunal finds undue hardship will be caused to the tenant's household from the marked increase in rent and considers a two months delay reasonable in the circumstances. The new rent being due from the start of the next rent date, after that.

Decision and effective start date

31 **The starting date of the new rent of £1750 pcm to be levied is from the next rent date arising, after the hearing and Decision date of 18 October 2026, which is 11 November 2026.**

32 **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. Otherwise any further reduction in this figure on what is levied, is a matter between the parties, only.**

Chairman N Martindale FRICS Date 18 August 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).