

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/22UD/MNR/2026/0080
Property	The Annex, 95 Park Road, Brentwood, Cambs., CM14 4TT
Tenant	Kia Brame
Tenant's Representative	n/a
Landlord	Timothy Jaffa
Landlord's Address	95 Park Road, Brentford, Cambs., CM14 4TT
Landlord's Representative	n/a
Date of Application	12th April 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mrs. J. Oxlade Dr. J. Wilcox FRICS
Date of Decision	1st September 2026
Rent Determined	£1035 per calendar month
Date of Valuation	1st September 2026

Date the new rent takes effect	1st May 2026
---------------------------------------	--------------------------------

REASONS FOR THE DECISION

Background

1. On 30th March 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1250 per calendar month (“pcm”) in place of the existing rent of £ 950 pcm, to take effect from 1st May 2026.
2. On 12th April 2026, under Section 14 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 1st April 2025. The rental period is monthly.

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

4. In her application form, the Tenant said that she considered the Landlord’s notice to be invalid due to the lack of planning permission for the premises to be used as a residence, and also because there was no EPC covering The Annex. However, at the hearing on 1st September 2026 the Tenant clarified that she did not wish to challenge the validity of the *notice* itself; rather, she wished to challenge the amount of the increase. As a separate matter she may wish to questioned the validity of the *tenancy*, and was taking advice on this point in response to possession proceedings which are before the Basildon County Court, and which were ongoing.
5. In light of this, the Tenant confirmed that she did not wish to challenge to the validity of the notice before the Tribunal.

Allocation of Repairs between Landlord and Tenant

6. 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)

7. Neither party suggested that the tenant was responsible for additional service charges, nor that furniture was provided by the Landlord.

Liability for Council Tax

8. The premises are not registered with the Brentwood Council as liable for payment of Council Tax, and so the rent determined is exclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

9. It is common ground between the parties that the letting was inclusive of electricity and water. The Tenant had also believed that the tenancy included the provision of WIFI; however, having examined the terms of the tenancy during the hearing, the Tenant conceded that it had not been included. So, the rent assessment is to be made on the basis that the Tenant's rent includes electricity and water.

Hearing

10. The parties requested an oral hearing which was held on 1st September 2026, by video platform. The Tribunal has made an assessment on the basis of the documents filed, the parties representations at the hearing and its own knowledge and specialist expertise.

The Property

11. It is common ground that the property is a single storey self-contained annex with its own entrance, adjacent to (but separate from) the main house, occupied by the Landlord and his family. Access is via a shared gate to the garden, along a path, and across a patio. The Annex is not let with any external space, though there is space for one car to park off road.
12. The property is an open plan space, with a fitted kitchen area along one wall containing all usual appliances, space for a dining table and chairs, as well as seating to relax, and a separate area used as a bedroom (albeit that there is no door to close this off). During the course of the hearing, as the Tenant was located at the property, she was able to use her 'phone camera to show the kitchen area. There is a tiled shower room. The Property benefits from double-glazing and electric heating.
13. Whilst there was no dispute that the kitchen area provided an induction hob, electric oven, washing machine/dryer, sink, preparation space, fridge/freezer, cupboard space, and an extractor over the hob to extract smells into a cupboard (but not vapour), there was a dispute about how to describe the area; the Landlord suggested it was described as "a kitchen" and the Tenant suggested it was described as "a kitchenette". The Tribunal prefers the description of the

kitchen area as a kitchenette, because “kitchen” ordinarily refers to a separate room, which clearly this is not; for valuation purposes, generally the provision of a separate room for cooking/baking will attract a higher rental figure.

14. At the hearing, the Tribunal explored the construction of The Annex, particularly insulation and ventilation. The Landlord said that he had gone above and beyond what was required by building control to insulate the area, though he could not specifically recall the detail. As to ventilation, there was an extractor in the shower room, but the kitchen extractor was limited to removing smells; otherwise, aside from opening the windows (including a Velux window, which requires a long pole (which was not provided with the tenancy) or standing on a chair, there is free flowing air through trickle vents in the double glazing, which were (designed to be) permanently open.

Evidence

15. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant’s reply), and the Tribunal was provided with a bundle consisting of 396 pages.

The Tenant

16. The Tenant made the following comments. As to condition of The Annex the Tenant said (i) that there were mould and ventilation issues, and provided photographs of black mould spots on a coat/jacket, mould on a windowsill; the Landlord had provided a dehumidifier to address the problem, and which requires frequent emptying; (ii) there had been drainage issues at the beginning, which - though swiftly resolved - had left damage to skirting board/finish of a wall and a lingering smell of drains, and (iii) there had been a problem with hot water being limited, though only after a 10 minute shower. As to privacy and proximity of the setup, the Tenant said the fact of accessing the Annex via her Landlord’s garden compromises her privacy, as does sharing a post box and CCTV being in place.
17. The Tenant did not provide comparable rental evidence.

The Landlord

18. The Landlord made the following comments. As to condition, the Landlord said that (i) the ventilation/mould is influenced by the Tenant’s reluctance to open windows, and (ii) the drainage issue had been resolved immediately, and the complaint about smells had only been raised since the rent increase was notified. As to privacy and proximity, the Landlord said that this is all a matter of perception; at the start of the tenancy the Tenant appeared to have welcomed

living near a family, behind gates and with CCTV. The Tenant's postage, had been opened accidental once or so.

19. The following comparables were provided by the Landlord:
 - a) (p121) an internet print out for a 1 bed flat, with an asking price of £1100, excluding bills, ("the 1 bedroom comparable"),
 - b) (p 126) the Landlords summary (no evidence provided) of a flat in Rosewood House, on Rightmove 11th May 2026 advertised for £1150 plus bills,
 - c) (p387) an assertion that there are 33 studio/1 bed flats within 3 miles of Brentwood between £900 and £1250 plus bills (no further print outs)

Determination and Valuation

20. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord which are extensively covered in the bundle, are not taken into account. It is common ground between the parties that The Annex has planning permission as a games room – not for use as a studio for residential living – and that Brentwood Council is considering taking enforcement action. As there is an existing tenancy in place and any enforcement action is in the future – and so beyond the valuation date – the Tribunal has disregarded the possibility of this as impacting on current rental value. The personal circumstances of the Tenant are only considered if an application for hardship has been made.
21. The comparable evidence provided by the parties was very limited: no evidence was provided by the Tenant and the Landlord's evidence was largely generalised, unsupported by specific details which would have enabled critical comparison and assessment, save one 1 bedroom comparable which is the best (albeit limited) evidence. It has an advertised asking rent of £1100; it is not known when this was let and at what rent. From this the Tribunal makes a downwards adjustment of 15% to take into account the rental difference between a 1 bedroom and a studio space.
22. The Tenant has asked the Tribunal to take into account flaws in the property as detailed in paragraph 16 above. However, the points raised do not suggest to the Tribunal that there is disrepair. Firstly, as to mould/ventilation, the ventilation in the bathroom and permanently open trickle vents should be sufficient. It would have been (and would still be) ideal for the Landlord to supply the required

Velux pole as an additional ventilation option. It is often the case that open plan small spaces are prone to have intermittent ventilation problems, because all living which can cause vapour is done within close confines – showering, cooking, and drying washing on racks all add to the problem. We have no doubt that the Landlord has insulated and sealed the premises sufficiently, which may mean that there is little means for vapour to escape. The Tenant referred to smells from the drainage, but in our experience is not indicative of problems, as some properties simply suffer from this, and it can be addressed by using bleach or other odour killers. It does not now seem that hot water running out is a problem; cooler water at the end of a 10 minute shower is not indicative of a problem. As to proximity/privacy issues, these are magnified in this case, but the close living arrangements – as opposed to anonymous arm's length relationship – are bound to impact because of the layout of the premises v the main house.

23. From the level of rent of £1100 pcm for a 1 bedroom flat the Tribunal has made a downward adjustment of 15% for a studio flat. As for the addition of bills, the Landlord variously suggested that bills would add on a further £250 to £350 or £300-400 pcm, but there was no worked calculation nor evidence of what the water/electricity costs of the Annex are with a Tenant in situ nor an explanation for the significant difference between these 2 figures. Relying on its own expertise and general knowledge the Tribunal considers that the sum of £100 pcm for water and electricity is likely to cover the costs.

24. The full valuation is shown below:

Starting Rent for a 1 bed flat	<u>£ 1100 pcm</u>
<u>Less</u>	
Adjustment of 15% for studio flats	165
<u>Plus</u>	
The provision of electricity and water	100
Open-Market Rent	£ 1035 pcm

Undue hardship

25. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.

26. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says that she will be caused undue hardship because she is on Universal Credit (as well as working) and would be unable to afford an increase and backdating; further, the rental allowance has a limitation (a “cap”).
27. The Landlord was of the view that the Tenant could work more hours and had an opinion on the receipt by the Tenant of benefits. However, we give this view no weight at all; the Tenant has been assessed as eligible for benefits and so the assessment clearly determines that her application is correct and assessment made accordingly.
28. The threshold for demonstrating undue hardship is high. The Tenant has produce some limited evidence in support of her application, but the Tribunal has far too little evidence to be able to take a rounded assessment of circumstances and ability to pay. On the basis of the evidence provided, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.
29. The Tribunal determines the new rent amount at £ 1035 per calendar month including bills with effect from 1st May 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

.....

J. Oxlade

Judge of the First-tier Property Chamber (Residential property)

1st September 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 after 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.