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|  | <b>FIRST - TIER TRIBUNAL<br/>PROPERTY CHAMBER (RESIDENTIAL<br/>PROPERTY)</b>                 |
| <b>Case Reference</b>                                                             | <b>HAV/29UC/MNR/2026/0191</b>                                                                |
| <b>Property</b>                                                                   | <b>13 Heathfield Way, Barham, Kent, CT4<br/>6QH</b>                                          |
| <b>Tenant</b>                                                                     | <b>Sophie Isabella Harrap<br/>David Dahl-Jensen</b>                                          |
| <b>Tenant's Representative</b>                                                    |                                                                                              |
| <b>Landlord</b>                                                                   | <b>Colin Porter</b>                                                                          |
| <b>Landlord's Address</b>                                                         | <b>Red Door Homes, 143 Rochester High<br/>Street, Rochester, ME1<br/>1EL</b>                 |
| <b>Landlord's Representative</b>                                                  | <b>Red Door Homes</b>                                                                        |
| <b>Date of Application</b>                                                        | <b>12 June 2026</b>                                                                          |
| <b>Type of Application</b>                                                        | <b>Determination of an Open-Market Rent<br/>sections 13 &amp; 14 of the Housing Act 1988</b> |
| <b>Tribunal Members</b>                                                           | <b>Tribunal Judge Bowden<br/>Tribunal Member Ms Barton MRICS</b>                             |
| <b>Date of Decision</b>                                                           | <b>03 September 2026</b>                                                                     |
| <b>Rent Determined</b>                                                            | <b>£1,800 per calendar month</b>                                                             |
| <b>Date of Valuation</b>                                                          | <b>03 September 2026</b>                                                                     |
| <b>Date the new rent takes effect</b>                                             | <b>15 June 2026</b>                                                                          |

## **REASONS FOR THE DECISION**

### **Background**

1. On 10 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,000 in place of the existing rent of £1,800 per calendar month (pcm) to take effect from 15 June 2026.
2. On 12 June 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.

3. The Tenant's referral was received by the Tribunal on the same date it was referred.
4. The assured shorthold tenancy commenced on 15 June 2024 for a term of 12 months. The rental period is monthly. The tenancy has continued as a rolling statutory periodic tenancy from the end of the term.

### **Validity of the Notice – Section 13B of the Housing Act 1988**

5. In their application form, the Tenants has indicated that they consider the Landlord's notice is invalid due to the following reasons:

*My tenancy and rent runs from the 23rd of each month and the rent proposal is not a whole year from the previous rent increase and is dated to start from the 15th A week early*

6. Landlord did not comment.

### **Determination as to the validity of the Notice of Increase**

7. The Tenants challenged the legal validity of the purported s13 notice, and the Tribunal has therefore considered its legal validity.
8. The previous tenancy agreement started on 23 June 2023.
9. The current tenancy agreement started on 15 June 2025.

### **Decision**

10. The Tribunal found that the notice was valid, as the 15<sup>th</sup> of the month is the relevant date and there has been a year since the last rent increase.

### **Allocation of Repairs between Landlord and Tenant.**

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

### **Service Charges or furniture provided by Landlord (other than carpets and curtains and white goods specified below) and the costs relating to the same.**

12. No services are provided by the Landlord under the tenancy.
13. The tenancy does not charge separately for maintenance, repairs or management costs are included in the tenancy.

14. There are no service charges payable under the tenancy.

### **Liability for Council Tax**

15. The Tenants are 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**

16. There are other terms in the tenancy agreement relevant to market rent determination. There are several unusual special conditions

#### *8 Special Terms*

*We and you agree to the following:*

*8.1 The sitting room to the front is to be kept locked and is not part of the tenancy. The agent/landlord will have a key for emergencies or access for contractors agreed with the agent/landlord.*

*8.2 The pond area is fenced off and must not entered. The wooden bridge is not to be used under any circumstance. If the fencing works loose or is damaged the tenant must notify the agent immediately so repairs can be urgently undertake to keep the area out of bounds. The pond pump is to be kept on at all times and should, it slow, stop or make any unusual noise the tenant must contact the agent immediately. The tenant is responsible to ensure the pond level is kept topped up regularly. Only normal fish food should be given to the fish and no more than once a day during the summer months of June to November. Fish must not to be fed between December and May. . The energy created by the solar panels covers the cost of running the pump.*

*8.3 The solar panels and electrics must not be touched or turned off. If there is any damage to the solar panels the tenant must report this immediately to the agent/landlord. It is requested that the tenant provide a photo of the solar meter readings when requested each quarter.*

*8.4 The tenant agrees the landlord has a right to leave the trailer tent in the garage on the premises. The tenants do not have permission to use or move the trailer and care must be taken in the vicinity of the trailer to ensure no accidental damage. The landlord*

*has a right to access with notification of no less than 48 hours via the agent and for any visit to be at reasonable times.*

*8.5 The shower to the middle bathroom cannot be re-installed.*

*8.6 The dishwasher and tumble dryer have been left at the property for the tenant to use but will not be repaired or replaced if they fail. The tumble dryer must be cleared of any lint build up on a weekly basis and the cupboard area ventilated when in use.*

*8.7 Permission for the current cat is granted on the basis that the pet will not cause a nuisance and the tenant agrees to have the premises and carpets professionally cleaned and fumigated. The tenant agrees to pay for any damage, soilage or dilapidations to the property caused by the agreed cat and that garden is kept free from excrement. This permission is for this cat only and cannot be used for another pet.*

### **Hearing**

17. Neither party requested an oral hearing.
18. The Tribunal was satisfied that it could consider this case on the basis of the papers provided by the parties.

### **Inspection**

19. There was no inspection. The Tenants indicated on Form MR1 that they did not think an inspection was required.
20. The Landlord requested an inspection. On 23 July 2026, a Tribunal legal officer considered the issue and determined that an inspection was not proportionate.
21. The parties were given 14 days to request that the issue was considered by a judge. Neither party made such a request.

### **The Property**

22. The Property is located in the village of Barham, Kent. It is situated in a rural location approximately 6 miles south of Canterbury. It is an extended semi-detached chalet bungalow in a residential street comprising varying styles and types of property. The accommodation is as follows:

|                                |                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Property:                      | 5 bedrooms<br>2 bathrooms<br>1 toilet<br>Kitchen breakfast room<br>The Tenants say there is no lounge accessible. It is locked and used by landlord for storage with 24 hour notice<br>The landlord says the downstairs bedroom is a living room that the Tenants has chosen to convert, and but for that conversion there would be a living room. |
| Outside:                       | Garden – the Tenants must keep the pond pump running, maintain the pond level, but the fish food and feed the fish.<br>Garage – partial use by the landlord                                                                                                                                                                                        |
| The Property benefits from:    | Solar panels that generate electricity during daylight                                                                                                                                                                                                                                                                                             |
| Furniture:                     | Does not include furniture                                                                                                                                                                                                                                                                                                                         |
| Furnishings and flooring:      | Includes carpets                                                                                                                                                                                                                                                                                                                                   |
| Appliances goods:              | Includes some kitchen appliances e.g. oven but not dishwasher                                                                                                                                                                                                                                                                                      |
| Heating and thermal efficiency | Gas central heating<br>Double glazing – there is dispute about whether this is full or partial                                                                                                                                                                                                                                                     |

### Improvements

23. The Tenants have listed improvements. The improvements listed are:
- Flooring in kitchen
  - Rebuilt landlord's chicken run
  - Maintained aquatic life at cost
  - All maintenance within our capabilities, constant repairs to 1980s kitchen

### Evidence

24. The Tribunal carefully considered the MR1 (tenant) and MR2 (landlord) and attachments provided by the parties, along with relevant correspondence provided to it in the hearing bundle. There was no MR3 completed by the Tenants.

### *The Tenant*

25. The Tenants provided:

a. Photographs

26. The Tenants made the following comments:

a. They thought the open market rent should be £1,750.

*We do not have full use of the property and no separate reception area The kitchen is rotten and unfit for purpose , it's also over 40 years old Landlord replaced oven with a small oven ( for a static caravan ?) that needs to be pulled out as it doesn't fit . Landlord declined replacing white goods Carpets are 30 years old . The spa bath , bidet and shower are not in use Decorative order is poor in the majority of the house Carpets are threadbare As stated before , the reception room is locked and as tenants we have no access The property is not a bungalow as the rooms are predominantly upstairs. Reported electric faults 4/2025 and the electrics now condemned , council informed Local rents for similar are showing £1500-£1800 but have reception rooms and functional modern kitchens and facilities*

b. Also that local property prices are not consistent with the agent's demands

27. In terms of rental evidence, the Tenants did not provide comparable properties.

### *The Landlord*

28. The landlord provided:

a. Images from 2023, and one more recent one of the new oven.

b. Both tenancy agreements

29. The Landlord made the following comments in the MR2 and the additional document:

a. Regarding the limitations on the use of the property:

*The tenant was fully aware of this arrangement (see tenancy agreement section 8 Special Terms clause 8.1 ). Further, the tenant has chosen to use the*

*downstairs reception room (see photo P13), as a 5<sup>th</sup> bedroom.*

- b. Regarding the kitchen: the landlord's position was that the subjective terms were unclear. The kitchen was functional albeit older.

*Whilst it is true that the kitchen units are nearly 40 years old, they are of good quality and good condition that the tenant would have observed before signing up to the tenancy Agreement in June 2023. All the hinges were all replace prior to renting out the property.*

- c. Regarding the oven: the Landlord strongly denied it was an oven for a static caravan and set out why it was smaller, namely because the existing space could not accommodate the 600mm wide replacement oven which had been delivered, so a similar 550mm wide oven was installed instead, leaving gaps to each side.
- d. Regarding replacing white goods: the Landlord states the property was rented unfurnished.
- e. Regarding the issue with the bathroom: the landlord is not aware of issues with the bathroom, and the tenants should report issues to the agent.
- f. Regarding electrical faults:

*All of the tenant reported electrical faults have been inspected by an electrician and no faults found. The tenant maybe referring to the recent EICR where C2's were reported along with unauthorised electrical work carried out by the tenant. I have instructed the letting agent to request the removal of the tenants electrical works within 28 days (the time scale I am given to resolve issues) and instructed another EICR.*

- g. Regarding local rents:

*The tenant should realise that there is nothing stopping them from moving to one of these properties. The tenant has also reported that "there is noting suitable" as a reason for not vacating my property on 22 June 2026 in accordance with the Section 21 notice.*

- h. Regarding flooring:

*The tenants' reference to "bare concrete" I have assumed this to refer to the tenant's request to remove the kitchen carpet tiles and replace with a flooring of*

*their choice and at the tenant's cost, as the existing carpet tiles were in good condition. However, it is only recently that the new flooring is shown in the letting agent's condition survey photographs.*

- i. Regarding the pond pump:

*I can only assume that this is referring to the cost of running the pond pump 24/7. There are no running costs for the tenant which are explained in the Tenancy Agreement Clause 8.1*

- j. Regarding the solar:

*The property has a 14 solar panel system (around 4kW) that generates electricity in varying amounts during the daylight hours. This Solar system feeds the house and therefore the tenant enjoys free electricity and saves on electric bills which is often the objective of solar panels. My objective when I got the panels fitted, was environmental. The property has an electric car charger.*

30. The Landlord did not provide comparable properties. The Landlord says:

*The Section 13 Notice was written and issued to the tenant by my letting agent, RedDoor Homes. I proposed the rent increase to £2,000 per month following discussion with the letting agent last years and was again advised this year (2026) that the market rent was between £1,900 and £2,000 per month.*

## **Determination and Valuation**

31. 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 Tenants 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 are not taken into account. The personal circumstances of the Tenants are only considered if an application for hardship has been made.
32. The Tribunal carefully considered the information put forward by the parties and, in view of neither party putting forward comparable properties, it relied on its own expertise and general knowledge of rental values in the area. The Tribunal considered that the market

rent of the property, had it been in good repair and condition, would be £1900 pcm.

33. From this level of rent, the Tribunal has made adjustments in relation to the following:

- a. The unmodernised condition of the Property relative to the comparable properties.
- b. The restrictions and burdens placed on the property and the tenants by the special conditions.

34. The full valuation is shown below:

|                                     |                   |
|-------------------------------------|-------------------|
| <b>Starting Rent</b>                | <b>£1900 pcm</b>  |
| Less                                |                   |
| a) Items given under 33a. above     | £50 pcm           |
| b) Items given under 33b. above     | £50 pcm           |
| Subtotal                            | £100 pcm          |
| <b>Market rent for the Property</b> | <b>£1,800 pcm</b> |

### **Undue hardship**

35. The Tenants raised undue hardship. However, as the rent will not be increasing, this is not an issue that needs to be determined.

### **Decision**

36. The Tribunal determines the new rent amount at £1,800 per calendar month with effect from 15 June 2026.

**Name:** Tribunal Judge Bowden

**Date:** 03 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 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.