

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/29UN/MRA/2026/0012
Property	Flat 3, 237 Ramsgate Road, Margate, Kent CT9 4EU
Tenants	Anthony Jones
Tenant's Representative	n/a
Landlord	Grifo Development Ramsgate Road 2 Ltd
Landlord's Address	Pluto House, & Vale Avenue, Royal Tunbridge Wells, Kent TN1 1DJ
Landlord's Representative	Helgi Limited (formerly Hero Living Limited)
Date of Application	24 June 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge D Gethin – Chair Mr S Hodges FRICS
Date of Decision	7 September 2026
Rent Determined	£1,050.00 per calendar month
Date the new rent takes effect	1 October 2026

REASONS FOR THE DECISION

Background

1. On 29 May 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,240 per calendar month (pcm) in place of the existing rent of £990 pcm to take effect from 1 August 2026.
2. On 24 June 2026, under Section 14(3) 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 May 2025. 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 they consider the Landlord's notice is invalid because it had not been sent on the correct form and had not been signed.
5. The Tribunal has considered the notice contained in the bundle. The notice is in the prescribed Form 4A introduced following the commencement of the Renters' Rights Act 2025 changes. It identifies the parties, the Property, the existing rent, the proposed rent and the proposed commencement date.
6. The notice bears the signature of Molly Pass (by of her name being typed in the relevant section of the form which is permissible) on behalf of the Landlord's agent and is dated 29 May 2026.
7. The notice proposes that the new rent take effect from 1 August 2026. That date is more than two months after the date of the notice and therefore satisfies the statutory notice requirements.
8. The Tribunal is satisfied that the notice complies with the requirements of section 13 of the Housing Act 1988 and the prescribed form requirements. The Tenant's challenge to validity is therefore rejected.

Allocation of Repairs between Landlord and Tenant.

9. 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.

10. The tenancy is exclusive of service charges. The tenant stated in his application that no furniture was provided and the only appliances are an oven, hob and extractor fan. This was not disputed by the Landlord.
11. The Landlord provides the services and communal amenities associated with the build-to-rent development. The Property forms part of a modern build-to-rent development. The Landlord relies on a range of facilities and management services including professional management, maintenance support, communal gardens, parking, EV charging facilities, CCTV and related amenities.

12. The Tribunal accepts that such facilities form part of the subject letting and should be taken into account in assessing rental value. However, the Tribunal also notes the Tenants' evidence that these facilities were already available at the commencement of the tenancy and that comparable local developments offered similar amenities.

Liability for Council Tax

13. 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.

14. None.

Inspection/Hearing

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

The Property

16. The Property is a two-bedroom first floor flat forming part of a modern purpose-built development on Ramsgate Road, Margate offering the following accommodation:

Hall, open plan kitchen/lounge, one bedroom with ensuite, second bedroom, bathroom with full suite and balcony.

17. The tenancy includes a parking space. The Tenant describes the Property as having gas central heating and alleges a number of condition issues including historic leaks, flooring damage, a window that does not close properly and problems associated with the ensuite and kitchen.
18. The Property benefits from modern construction, EPC B rating, modern electrical installations and communal amenities including EV chargers and communal garden. According to the EPC Certificate, the Property is 71 m² or 764 ft².
19. The Tribunal accepts that the property is an attractive modern letting and that any assessment should place it above older stock lacking similar energy efficiency and management arrangements.

Evidence

20. The parties completed the relevant MR1 (tenant) and MR2 (landlord).

The Tenant.

21. The Tenant made the following comments:
- a) the Tenant contends that the open market rent is between £900 and £1,000 per calendar month. He relies upon online advertisements and states that there are 40 comparable two-bedroom flats available within five miles at less than £1,000 per month.

- b) the Tenant further submits that the proposed increase from £990 to £1,240 per month is excessive and not justified by market conditions. He also relies upon the condition issues referred to above.
 - c) the Tenant confirmed that he had provided the white goods and that the Property was let unfurnished.
 - d) the Tenant does not consider Westcliffe House referred to by the Landlord's agent when first notified of the proposed increase to be a comparable property given its distance from the Property and the fact that it includes white goods and lift access. The Tenant disputes that the Landlord's comparables are actual achieved rent increases rather than proposed increases for other flats within the same development.
22. In terms of rental evidence, the Tenant had provided links to properties from the property portals "Zoopla" which showed similar properties to the Property (2 bed/2 bath) with rents ranging from £995 to £950 pcm with flat sizes ranging from 614 ft² to 829 ft². There were further listings (2 bed/1 bath) with rents ranging from £995 to £925 pcm and only the size of the cheapest flat had been disclosed at 581 ft². There were no dates provided as to when the properties had been advertised. No details as to whether properties were furnished or unfurnished, or whether there was a parking space included, had been provided.

The Landlord

23. Three comparables were provided by the Landlord at section 2.5 of the MR2 (all two bed flats). Each was said to be flats let by the Landlord at 3 developments managed by the same agent. Evidence of the lets was provided by way of redacted tenancy agreements. Each is considered by the Landlord as a direct comparable as it was built by the same developer with similar layout and condition.
- a) Let at £1,240 pcm within the same development and which is the same size.
 - b) Let at £1,265 pcm at Westcliff House whilst 40 ft² smaller
 - c) Let at £1,265 pcm at Westcliff House whilst 106 ft² smaller.
24. The Landlord submits that the repairs complained of by the Tenant have all been addressed by the date of the hearing, or that dates have been agreed with the Tenant for access to carry out the required repairs.

Determination and Valuation

25. The Tribunal considers the comparables provided by the Landlord are relevant to this matter but notes that the tenancy agreements provided are redacted to such an extent that they do not evidence when these lets were achieved. The Landlord failed to include any comparables from the local area other than from developments within the management of the Landlord's agent. The rental submission provided by the Tenant were considered generally to be of use although they reflected properties smaller than the Property or with only one bathroom.
26. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord and Tenant, the Tribunal considers that the market rental of the subject Property would be in the order of £1,100.00 pcm. This is the rent the Tribunal would expect the property to let for in the open market allowing for the fact that white goods and furnishings are not provided by the landlord. The Tribunal considers any variance in size between the Property and the Landlord's comparables to be insignificant when it comes to the rental values expected to be achieved.

27. From this level of rent, the Tribunal has made adjustments in relation to the issues with the condition of the Property regarding the flooring in both the bathroom and the ensuite requiring replacement and the kitchen window that cannot be opened properly. In his email dated 4 August 2026, Mr Ford of Helgi Limited confirmed that these works were planned but there was no evidence at the date of the determination that these works had been carried out.

The full valuation is shown below:

Starting Rent	<u>£1,100.00 pcm</u>
<u>Less</u>	
a) Items of repair	<u>£50.00 pcm</u>
Open-Market rent	£1,050.00 pcm

Undue hardship (*only if an application has been made by the Tenant*)

28. 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.
29. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant asserts that implementation of the proposed increase would cause financial hardship. He states that he would lose approximately £250 per month and that this would materially affect his ability to meet living expenses.
30. The Landlord did not respond to the Tenant's application for postponement due to hardship.
31. As a result of the Tribunal's decision the rent will increase by £60.00 per month. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and accordingly sets the starting date for the new rent as 1 October 2026.

Decision

32. The Tribunal determines the new rent amount at £1,050.00 per calendar with effect from 1 October 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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.