

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/22UM/MNR/2026/0056
Property	4 The Bay, 39 Crowstone Avenue, Westcliff On Sea, Essex, SSo 8FQ
Tenant	Farixiya Ismail
Tenant's Representative	N/A
Landlord	Rose Island Properties Limited
Landlord's Address	c/o Appointmoor, 72 The Ridgeway, Chalkwell, Westcliff, Essex SSo 8NU
Landlord's Representative	Appointmoor
Date of Application	24 December 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge A. Arul Dr. Janet Wilcox FRICS
Date of Decision	9 September 2026
Rent Determined	£2,700 per calendar month
Date the new rent takes effect	28 December 2025

REASONS FOR THE DECISION

Background

1. On 3 November 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,700 per calendar month (pcm) in place of the existing rent of £2,600 pcm, to take effect from 28 December 2025.
2. On 24 December 2025, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent. The matter was initially considered by a Tribunal panel and, in a decision dated 10 June 2026, the application was struck out on the basis that the application form was dated 9 January 2026 which was after the proposed rent in the Landlord's notice was to take effect. Pursuant to an appeal by the Tenant, by a decision dated 31 July 2026, the strike out was reversed on the basis that the emailed notification on 24 December 2025 ought to have been considered by the Tribunal as an in-time application. The matter was remitted to a fresh Tribunal to determine.
3. The assured tenancy commenced on 28 November 2022. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985 (absent written terms).

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

5. None.

Liability for Council Tax

6. 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.

7. None.

Inspection/Hearing

8. Neither party requested an inspection of the Property or 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

9. The Property is a semi-detached town house of modern construction offering the following accommodation over four floors:

5 bedrooms, 1 living room, 1 kitchen, 4 bathrooms, 1 WC.

The Property benefits from a front and rear garden.

The Property is situated in the Chalkwell area of Westcliff-on-Sea, itself a suburb of the city of Southend-on-Sea. It is located to the west of the town centre and east of a mainline train station. It is a short distance from the seafront and associated amenities.

Evidence

10. The Tenant submitted an application form and the Landlord returned the Tribunal's response form. There was a reply from the Tenant in the standard form.

The Tenant.

11. The Tenant did not provide evidence of market rent or make comment on the condition of the Property with the application. In the reply, the Tenant asserted several issues with condition of the Property. These related to: poor drainage in the rear garden creating muddy conditions after rain; a broken drainage pipe in the front garden; gaps and uneven flooring; inadequate space for a replacement microwave; inadequate cooker ventilation; poor insulation or ventilation in two bedrooms and two toilets; and some issues with the roof.
12. In terms of rental evidence, the Tenant provided no direct comparables however they asserted that larger homes were being let at equal or lower rents and that the Property's condition meant that an increase was not justified.

The Landlord.

13. The Landlord's reply described the Property as being in an exclusive development which was brand new at the commencement of the tenancy. The

Landlord stated that the Tenant had been offered a compromise of £1,650 pcm but this was not accepted.

14. The Landlord provided a link to a website with six comparable properties as follows:
 - i. Chalkwell Avenue, Westcliff-on-Sea – 4-bedroom, 2-bathroom semi-detached advertised at £4,000 pcm.
 - ii. Crowstone Avenue, Westcliff-on-Sea – 5-bedroom, 3-bathroom semi-detached advertised at £2,775 pcm.
 - iii. Woodfield Road, Leigh-on-Sea – 5-bedroom, 3-bathroom semi-detached advertised at £2,750 pcm.
 - iv. Woodfield Gardens, Leigh-on-Sea – 4-bedroom, 2-bathroom semi-detached advertised at £2,700 pcm.
 - v. St. Hilda's Mews, Chalkwell – 5-bedroom, 3-bathroom terraced house advertised at £2,950 pcm (showing as let agreed).
 - vi. First Avenue, Chalkwell – 5-bedroom, 5-bathroom terraced house advertised at £2,950 pcm (showing as let agreed). This property showed elsewhere on the site at £2,850 pcm.

Determination and Valuation

15. 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 are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.
16. The Tribunal has considered the assertions relating to condition made by the Tenant. These were a summary of alleged problems but there were no supporting photographs or other evidence. The Landlord supplied the inventory and accompanying photographs from the original letting in November 2022 showing the Property in a new build condition. The allegations as to condition were only made in the Tenant's reply so the Landlord did not have the opportunity to submit any more recent photographs.

17. The Tribunal was not satisfied that any of the matters raised by the Tenant in relation to the condition of the Property would materially impact upon rental values. There was no evidence of flooring issues by which a judgement could be made. Prospective tenants would be unlikely to identify or assess their position based on periodic excess water in the rear garden or on variable moisture levels in rooms. In any event that is a matter which could be subject to a warranty claim by the Landlord given the age of the Property. The issues with the microwave are minor, as this is a non-essential item and in any event unlikely to affect market rental values.
18. The Tribunal was not presented with evidence of comparable properties from the Tenant. The information given about other properties in the area was not specific. The Landlord's comparables were of more assistance however there was a range in that some were semi-detached rather than terraced properties and some were in neighbouring areas. The two closest comparators were 5-bedroom terraced houses in Chalkwell and these were marketed for £2,850 pcm. It was not possible to compare condition without more recent photographs of the Property.
19. Relying on its own expert, general knowledge of rental values in the area, and the limited information on comparables provided by the parties, the Tribunal considers that the market rental of the subject Property would be in the order of £2,700 pcm. This is the rent we would expect the Property to let for in the open market.

Market rent

£2,700 pcm

Undue hardship

20. 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. The Tenant did not ask the Tribunal to fix a later starting date by asserting that the proposed rent would cause undue hardship.
21. As a result of the Tribunal's decision, the rent will increase from £2,600 pcm to £2,700 pcm, meaning an increase for the Tenant of £100. The date specified in the Landlord's Notice was 28 December 2025.

Decision

22. Therefore, the Tribunal determines the market rent at £2,700 per calendar month with effect from 28 December 2025.

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.