

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/29UQ/MNR/2026/0103
Property	8 Lott Close Tunbridge Wells Kent TN4 9BF
Tenant	Raquel Thokchom
Tenant's Representative	None
Landlord	Town and Country Housing Group
Landlord's Address	Monson House Monson Way Tunbridge Wells DA11 9QP
Landlord's Representative	Peter Drury
Date of Application	5th April 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	I R Perry FRICS E R Shaylor MCIEH
Date of Decision	21st September 2026
Rent Determined	£228.46 per week
Date of Valuation	6th April 2026
Date the new rent takes effect	6th April 2026

REASONS FOR THE DECISION

Background

1. On 4th February 2026 the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £209.09 per week (“pw”) in place of the existing rent of £199.51 pw to take effect from 6th April 2026.
2. On 5th April 2026 under Section 14 (A3) 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 regulated rent assured non-shorthold tenancy commenced on 19th September 2022. The Landlord is a registered provider of social housing, and the rental period is weekly.
4. The Affordable Rent is not subject to the open market rent regime but is subject to other rent controls that require a rent of no more than 80% of the local market rent. The Tribunal can only assess an open market rent.
5. On 11th September 2026 the Tenant requested a Case Management Order to remove her son, of school age, from the Application on the basis that he had been erroneously listed as a participant.
6. The Tenant had also provided further documents on 19th September 2026 which included additional recent photographs and a decision from the Housing Ombudsman regarding the Landlord’s handling of repairs to the roof and associated complaints.

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

7. In her application form, the Tenant has indicated that she considers the Landlord’s notice is valid.

Allocation of Repairs between Landlord and Tenant.

8. 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.

9. White goods, carpets and curtains are not included.

Liability for Council Tax

10. 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.

11. None.

Reasons

12. These reasons address the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

Hearing

13. A hearing was held on 21st September 2026 by video platform. The Tribunal has considered this case on the basis of the hearing, the papers provided by the parties and its own specialist knowledge and expertise.
14. The Tribunal first determined that the Applicant's son should be removed from the matter and that the additional documents provided on 19th September 2026 should be admitted as they were crucial to the Tenant's long term complaints regarding the Landlord's management of the Property.

The Property

15. The Property is stated to be a terraced house built about 14 years ago situated within a modern development of similar properties on the north side of Tunbridge Wells.
16. The accommodation is stated to include a living room, kitchen, 2 bedrooms, bathroom and wet room. There are gardens to front and rear but no off-road parking.
17. The Property has gas-fired central heating and double-glazed windows.

Evidence

18. The parties completed the relevant MR1 (tenant) and a Rents 1A (landlord). Copies of correspondence and photographs of the Property were also provided and MR3 (tenant's reply).

The Tenant

19. The Tenant made the following comments:
- a) The property has been the subject of many issues with water penetration at different points within the Property.
 - b) Internal decorations have been damaged by water penetration.
 - c) Heavy radiator covers are not securely fixed.
 - d) The porch roof has been affected by water and is reported as being unsafe.
 - e) Rainwater Goods are badly fitted resulting in rain falling down walls.
 - f) Cracks to plaster surfaces.
 - g) The Tenant provided a Decision from the Housing Ombudsman Service which decided that there had been maladministration by the Landlord in dealing with roof repairs. The Decision requires the Landlord to ensure that damage caused by roof leaks should be completed by 16th October 2026. If the Landlord cannot meet this date it must explain itself to the Ombudsman.
 - h) The Landlord was also issue a formal apology to the Tenant and pay compensation of £600 to recognise the distress and inconvenience caused.
 - i) The Tenant also set out a number of personal circumstances relating to her health and a long history of reporting repair issues to the Landlord who had failed to carry out proper and timely repairs.
20. The Tenant did not provide comparable rental evidence.

The landlord

21. The Landlord made the following comments:
- a) The Landlord provided a property inspection report prepared by a member of staff on 23rd April 2026 which confirmed the issues raised by the Tenant.
 - b) Mr Drury stated that it was the Landlord's intention to remedy all of the issues by December and that the delay of 8 months to carry out the works was unacceptable and below the level of the service that the Landlord would wish to provide.

- c) Mr Drury had not seen the Ombudsman's decision but stated that a team of 4 tradespeople were diarised to visit the Property in December 2026.
- d) For the Landlord, Mr Drury stated that he understood that a market rent for a 2-bedroom terraced house in the area would be £1,600 per month, which equates to £369.23 pw. An affordable rent would be no more than 80% of this, equating to £295.38 pw which is considerably more than the new rent proposed.

Determination and Valuation

- 22. 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.
- 23. Relying on its own expertise and general knowledge of rental values in the area, and the information provided by Mr Drury, the Tribunal considers that the market rent of the subject Property in good order would be in the order of £ 1,600 pcm. Rents are normally based on a monthly figure.
- 24. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties including having carpets, curtains and white goods provided by the landlord.
- 25. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Rain penetration
 - b) Loose radiator covers
 - c) Plaster cracks
 - d) Damaged decorations
 - e) Defective Porch roof
 - f) Defective rainwater goods
 - g) Tenant's provision of carpets
 - h) Tenants provision of curtains
 - i) Tenants provision of white goods.

The full valuation is shown below:

Starting Rent

£ 1,600 pcmLess

a)	Items given under a) above	£ 300
b)	Items given under b) above	£ 30
c)	Items given under c) above	£ 20
d)	Items given under d) above	£ 50
e)	Items given under e) above	£ 50
f)	Items given under f) above	£ 50
g)	Items given under g) above	£ 60
h)	Items given under h) above	£ 20
i)	Items given under i) above	£ 30

£ 610**Open-Market Rent****£ 990 pcm****This equates to an open market rent of £228.46 per week.****Undue hardship**

26. The new rent takes effect from the date specified in the Notice 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 of the Decision.
27. The Tenant has asked the Tribunal to fix a later starting date in this case based on the way the Landlord has handled repair issues relating to this and a previous property tenanted by Ms Thokchom which has caused her mental anguish.
28. The Tribunal notes that the Housing Ombudsman has recently awarded her compensation for the Landlord's behaviour.
29. The threshold for demonstrating undue hardship is high and Tenant has not provided any details of financial hardship that will be caused by the rent increase.
30. The 80% cap on the open market rent determined by the Tribunal is higher than the new rent proposed by the Landlord. The Landlord is not obliged to charge the open market rent and will be constrained by the legislation relating to Affordable Rents.

Decision

31. The Tribunal determines the new open market rent amount at £ 228.46 per week with effect from 6th April 2026, this being the date specified in the Notice.

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.