FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	HAV/29UB/F77/2026/0017
Property	**:**	15 Singleton Road, Great Chart, Ashford, Kent, TN23 3BA
Applicant tenant	**:**	Ms E L Hare
Representative	**:**	None
Respondent landlord	**:**	A J Thompson & Sons
Representative	**:**	Mr A J Thompson, assisted by Ms M Applebee
Type of application	**:**	Determination of a Fair Rent Section 70, Rent Act 1977
Tribunal members	**:**	Mr J G G Wilson MRICS Mr J Reichel BSc MRICS
Date of consideration	**:**	17 August 2026
Date of decision	**:**	17 August 2026

DECISION

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Decision of the Tribunal

On 17 August 2026 the Tribunal determined a Fair Rent of £800.00p (Eight Hundred Pounds) per Calendar Month to take effect from 17 August 2026.

Background

1. On 31 March 2026 Ms Elizabeth Lane, the tenant, submitted her application for registration of the Fair Rent ('RR1') to the Rent Officer to register a fair rent of £600.00 per Month for 15 Singleton Road, Great Chart, Ashford, Kent, TN23 3BA ('the property').

2. At paragraph 8 of the RR1 it is confirmed there are no services provided under the tenancy. Similarly, in paragraph 10 it is confirmed there is no furniture provided.

3. This is the first application to register the fair rent of the property.

4. At paragraph 12 of the RR1, the rent now is stated as £600.00 per Month.

5. A rent of £734.00 per Calendar Month was registered by the Rent Officer, effective from 29 May 2026. The amounts for (d) Amount for fuel charges (excluding heating and lighting of common parts) not counting for rent allowance and for (e) Noted amount attributable to services are both blank.

6. In an email dated 5 June 2026 to The Valuation Office Agency ('the VOA') (sent to VSU Helpdesk (HMRC)) Ms Hare submitted her objection to the rent registered and the matter was referred to the First-Tier Tribunal Property Chamber (Residential Property), formerly a Rent Assessment Committee.

7. The Tribunal issued Directions dated 3 July 2026 ('the Directions'). The Tribunal does not consider it necessary and proportionate in cases of this nature neither to undertake an inspection, nor to hold a Tribunal hearing unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.

8. The Tribunal in its Directions informed the parties that, unless either party objected, the Tribunal intended to determine the rent on the papers (written representations), paragraph 5.

9. Similarly, the parties were informed the Tribunal will not inspect the property but will seek to view it on the internet; and goes on to say if it considers it necessary, it may carry out an external inspection, paragraph 6.

10. The parties were directed to complete and return their Fair Rent Appeal Statement ('Statement') to form their statement of case, within specific time limits, paragraphs 8 – 12 inclusive. The Statement provides for photographs to be attached, to assist the Tribunal to understand the case and to help the party to present the issues.

11. Both Ms Hare and Mr Thompson, the latter assisted by Ms Applebee,

have given a Statement in accordance with the Tribunal's Directions.

The Property

12. 15 Singleton is a mid-terrace cottage on two floors, circa 1800 - 1918. The property is of traditional construction with a pitched tiled roof. The accommodation is, in outline, as follows: ground floor – one reception room and kitchen, stairs up to, first floor – two bedrooms and one bathroom/WC. The Tribunal has been provided with a sketch floor plan of the property dated 28 May 2026. Outside there is a garden.

13. Great Chart is on the western edge of Ashford. Ashford railway station and junction 9 of the M20 are both nearby.

The Tenancy Agreement

14. Ms Hare says the tenancy commenced in early 1987, with no break. The Tribunal has been provided with a copy of the tenancy agreement between A J Thompson & Sons and Elizabeth Linda Hare dated 1 May 2019. It is for a term of two years from 1 May 2019 at an initial rent of £500 per calendar month, rising to £600 per calendar month in the second year. Rent is payable monthly in advance.

15. The Rent Officer held a consultation at the property on 28 May 2026. Ms Hare and Mr B Thompson were in attendance. Under the heading 'Summary of Consultation', in the first paragraph it says, 'RO held a jurisdictional meeting prior to the consultation – No further tenancy start date evidence, documents or contracts were provided so RO said he was happy to proceed with a consultation on the basis of what he had seen and heard so far.' There is no further evidence on the commencement date of the tenancy before this Tribunal other than that given by Ms Hare has said her tenancy commenced in 1987. If the tenancy commenced in 1987, it commenced before 15 January 1989 and therefore is a statutory tenancy under the Rent Act 1977 ('the 1977 Act').

16. The tenant agrees to use the property in a tenant like manner and to keep the interior of the property in good condition (fair wear and tear excepted) and to gain prior consent from the landlord or managing agent before undertaking painting and/or wallpapering and improvements to the landlord's fixtures and fittings.

17. The tenant is responsible for the payment of Council Tax and Water Rates. Section 11 of the Landlord and Tenant Act 1985 ('the 1985 Act') applies. The tenant is responsible for internal decorations. The landlord is responsible for repairs and external decorations. No furniture is provided under the tenancy.

Submissions – Fair Rent Appeal Statements

18. The Tribunal has considered the case de novo (from anew) and has limited its considerations to reach its decision to those points in the papers relevant to the determination of the fair rent.

19. In addition to the RR1 submitted by Ms Lane, she submitted her Statement on 29 July 2026. Ms Mireille Applebee has assisted Mr

Thompson to submit his Statement on 15 July 2026.

Ms Lane's Statement

20. In her RR1 Ms Lane confirms the accommodation to be that described in paragraph 12 above; and this is the first registration of the fair rent. Ms Lane says she has not carried out any works of improvement to the property.

21. In her email dated 5 June 2026 to object to the rent registered Ms Lane says: (1) there is a three-square-metre damp patch in a bedroom due to a leak in the roof, (2) there are broken gutters, and (3) the water tank fails to heat the water sufficiently and there is no water pressure upstairs.

22. Under 'Features', Ms Lane confirms the landlord has provided double glazing and a cooker.

23. Under 'Improvements', Ms Lane says: (1) the landlord installed a new bath in 2011, all other features are original, (2) the landlord installed a new kitchen in 2011, 50% of the costs for which Ms Lane paid, (3) the landlord rewired the property in 2010, and (4) new doors and windows were installed in 2010.

24. Under 'Disrepair/Defects, Ms Lane says, inter alia: (1) when she moved in there were no floor coverings, (2) no water pressure upstairs since she moved in, (3) there is severe damp penetration to a bedroom ceiling, (4) a roof leak to the main bedroom/reception room, (5) leaking gutters, (6) a leaking tank.

25. Ms Lane goes on to say roof repairs were carried out on 29 June 2016; and new gutters were installed on 30 June 2026.

26. Under 'Any Other Comments', Ms Lane says Ashford railway station is 2.2 miles away.

27. Ms Lane says it is not applicable for the tenant to source the rental value of the property.

28. On the question of whether the maximum fair rent order should apply, Ms Lane says 'No'; and on the question whether demand for such properties exceeds supply, she says 'No', also.

29. In addition to her Statement, Ms Lane has provided the Tribunal with: (1) documents headed 'Dismantling their claim', and 'My statement', and (2) various email correspondence with respect to the proposed works at the property. As the Tribunal says in paragraph 18 above it limits its considerations to those points relevant to reach its determination.

Mr Thompson's Statement

30. Mr Thompson confirms the information in the Rent Register to be accurate, save the 'allocation of liability for repairs' which he says should be as per the assured shorthold tenancy dated 15 May 2019. At paragraph 15 above The Tribunal has explained Ms Hare's tenancy is a statutory tenancy under the 1977 Act. A tenancy under the 1977 Act is

one to which section 11 of the 1985 Act applies. Accordingly, the Tribunal has determined what Mr Thompson says with respect to 'allocation of liability for repairs' to be incorrect. The Tribunal also notes the 'Mid Tenancy Report' referred to by Mr Thompson in his Statement prepared by Finn's is dated 27 June 2018.

31. Section 11 of the 1985 Act is the repairing obligation in short leases. In a lease to which this section applies, which it does, there is an implied covenant by the lessor: 11(1)(a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes), 11(1)(b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and 11(1)(c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

32. Mr Thompson goes on to say he does not believe any furniture is provided by the landlord.

33. Under 'Features', Mr Thompson confirms the landlord has provided double glazing, a cooker and the property has a private garden.

34. Under 'Improvements', Mr Thompson lists various items. The Tribunal has noted the double glazing and the provision of the cooker in paragraph 22 above. For these purposes the Tribunal is obliged to carry out its valuation on the basis of no central heating being provided. All the other items listed are works that are required of the landlord as a part of their obligation to keep the property in repair as outlined in paragraph 30 above; and do not constitute improvements within the meaning of the legislation.

35. Under 'Disrepair/Defects' Mr Thompson says overall the property is in good condition. He refers to an inspection in July 2023, another in 2018 for which a copy of the report is provided, and that some minor maintenance issues were addressed in 2018/2019. Mr Thomson confirms the property has no central heating.

36. Under 'Any Other Comments' Mr Thompson says, inter alia, the property is located in a village central to Ashford, in a cul-de-sac and is a short bicycle ride, walk or bus from central Ashford, which has a mainline railway station.

37. Whereas Mr Thompson has not given his assessment of the rental value of the property, he has provided the Tribunal with comparable lettings to support his case. The Tribunal notes the following two-bedroom properties, for which outline lettings particulars have been provided with photographs of the front elevations:

    1) East Strret, Ashford, Kent, TN23 – house to rent at £1,100 pcm; and

    2) Providence Street, Ashford, Kent, TN23 – house to rent at £1,200 pcm.

38. On the question of whether the maximum fair rent should apply, what Mr Thompson says does not address the statutory point. As this is the first registration of the fair rent the capping legislation does not apply.

39. On the question of whether the demand for such properties exceeds supply, Mr Thompson says this is an area of high demand. All else that Mr Thompson says does not address this statutory point, being the concept of scarcity within the meaning of the 1977 Act.

The Law

When determining a fair rent, the Tribunal, in accordance with the Rent Act 1977 ('the 1977 Act'), section 70, had regard to all the circumstances including the age, location and state of repair of the property. It also disregarded the effect of (a) any relevant tenant's improvements and (b) the effect of any disrepair or any other defect attributable to the tenant or any predecessor in title under the regulated tenancy, on the rental value of the property.

In *Spath Holme Ltd v Chairman of the Greater Manchester & Lancashire Rent Assessment Committee* (1995) 28 HLR 107 and *Curtis v London Rent Assessment Committee* [1999] QB 92 the Court of Appeal emphasised:

(a) that ordinarily a fair rent is the market rent for the property discounted for 'scarcity' (i.e. that element, if any, of the market rent, that is attributable to there being a significant shortage of similar properties in the wider locality available for letting on similar terms - other than as to rent - to that of the regulated tenancy) and

(b) that for the purposes of determining the market rent, assured tenancy (market) rents are usually appropriate comparable lettings. (These rents may have to be adjusted where necessary to reflect any relevant differences between those comparable lettings and the subject property).

40. Section 72A - Amounts attributable to services: In order to assist authorities to give effect to the housing benefit scheme under Part VII of the Social Security Contributions and Benefits Act 1992 or to assist the Secretary of State in the administration of universal credit, where a rent is registered, there shall be noted on the register the amount (if any) of the registered rent which, in the opinion of the rent officer or appropriate tribunal, is fairly attributable to the provision of services, except any amount which is negligible in the opinion of the officer or, as the case may be, the tribunal.

41. The Tribunal is also to have regard to the Rent Acts (Maximum Fair Rent) Order 1999 ('the Order'), where applicable. Most objections and determinations of registered rents are now subject to the Order, which limits the amount of rent that can be charged by linking increases to the Retail Price Index ('RPI'). It is the duty of the Property Tribunal to arrive at a fair rent under section 70 of the Act, but in addition to calculate the maximum fair rent which can be registered, according to the rules of the Order.

42. If that maximum rent is below the fair rent calculated as above, then that (maximum) sum must be registered as the fair rent for the subject property.

43. Section 2(7) of the Order is as follows, 'This article does not apply in respect of a dwelling-house if because of a change in the condition of the dwelling-house or the common parts as a result of repairs or improvements (including the replacement of any fixture or fitting) carried out by the landlord or a superior landlord, the rent that is determined in response to an application for registration of a new rent under Part IV exceeds by at least 15% the previous rent registered or confirmed.' The Tribunal expands on this later.

44. The tenancy is a statutory (protected) periodic tenancy and as such (not being for a fixed tenancy of 7 years or more) is subject to section 11 of the Landlord and Tenant Act 1985, which sets out the landlord's statutory repairing obligations; the tenant is responsible for internal decorations.

Considerations and Valuation

45. Having reviewed the papers, the Tribunal first considered whether it felt able to decide this case reasonably and fairly based on the papers submitted only, with neither an inspection, nor an oral hearing. Having read and considered the papers the Tribunal decided it could do so.

46. In the first instance the Tribunal determined the market rent per calendar month which the landlord could reasonably expect to receive on the valuation date, 17 August 2026, on the assumptions the property was in good condition, with carpets (flooring coverings), curtains and white goods provided by the landlord.

47. The Tribunal has been provided with a screen shot of the Rent Officer's comparable lettings of terraced houses, with three rooms in the TN23 postcode. The market rents range from £950 per month, up to £1,350 per month. The dates range from January 2026 to May 2026. No further information has been provided.

48. Whereas Mr Thompson has not given his assessment of the rental value, he has provided with comparable lettings evidence to support his case and to assist the Tribunal.

49. Taking the above into consideration and of its own general knowledge of market rents in the area, at the valuation date, the Tribunal determined the market rent of the property to be £1,150 per calendar month, before any adjustment(s) which it deemed appropriate to be applied.

50. At the Rent Officer's consultation, it was confirmed that of the White Goods, the landlord had provided the cooker.

51. In her submissions Ms Lane says she contributed 50% of the costs of the works to the kitchen. Section 70(3)(b) of the 1977 Act says there shall be disregarded any improvement carried out, otherwise than in pursuance of the terms of the tenancy, by the tenant under the regulated tenancy or any predecessor in title. The Tribunal has determined the contribution to the costs for the kitchen are works of improvement within the meaning

of the legislation.

52. Whereas roof repairs have been carried out and new gutters fitted, the Tribunal understands there remain items of disrepair at the property. Both the kitchen and bathroom/WC are understood to be dated; the adjustment for the dated kitchen is independent of the adjustment for the tenant's improvements to the same.

53. From the submissions given by the parties, the information provided by the Rent Officer in its 'Determination' screen shot, the Tribunal has determined adjustments are required to be applied to the market rent to reflect: (1) no central heating, (2) no carpets (floor coverings) and curtains, (3) of the White Goods, the landlord's provision of only the cooker, (4) the tenant's internal decorations obligation, (5) the dated kitchen, (6) the dated bathroom/WC, (7) tenant's improvements, and (8) general items of disrepair.

54. The Tribunal concluded a deduction in aggregate of £350 per calendar month be applied to the market rent, made up of as follows:

No Central Heating	£100
No Carpets (floor coverings) and Curtains	£50
White Goods	£30
Tenant's internal decorations' obligation	£45
Dated kitchen	£25
Dated bathroom/WC	£25
Tenant's works of improvement	£25
Items of disrepair	£50
£ Per Calendar Month	£350

55. £1,150 per calendar month minus £350 per calendar month to equal £800 per calendar month.

56. Turning to the question of scarcity, that is whether demand for such properties exceeds the supply. Ms Lane says 'No'; and Mr Thompson says this is an area of high demand. The Tribunal is not persuaded that either party has understood the question posed. The Rent Officer has made a deduction from its adjusted market rent of 10% for the same. With its general knowledge of the lettings market in the area, the Tribunal has concluded there is no adjustment required for scarcity in this registration of fair rent. Accordingly, the fair rent is £800 per Calendar Month.

57. The Tribunal is not required to address the question as to whether the Order (the capping legislation) applies because this is the first registration of the fair rent.

Decision

58. Accordingly, the Tribunal determined the Fair Rent of the property to be registered at **£800.00 (Eight Hundred Pounds) per Calendar Month, to take effect from 17 August 2026.**

59. The capping provisions of the Rent Acts (Maximum Fair Rent) Order 1999 do not apply because this is the first registration of the fair rent.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making a written application by email to rpsouthern@justice.gov.uk to the First-tier Tribunal at the Regional office which has been dealing with the case.

2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

3. If the person wishing to appeal does not comply with the 28 days' time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28 days' time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.

4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal and state the result the party making the application is seeking.