FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	HAV/43UG/F77/2026/0020
Property	**:**	1 Grovers Farm Cottages, Woodham Lane, Woodham, Nr Addlestone, Surrey, KT15 3PU
Applicant tenant	**:**	Mr P Steele
Representative	**:**	None
Respondent landlord	**:**	Maurice Maundry Limited
Representative	**:**	Mr S Hall MRICS Pearce & Co.
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 £895.00p (Eight Hundred and Ninety-Five Pounds) per Calendar Month, to take effect from 17 August 2026.

Background

1. On 17 April 2026 (although the application is dated 16 April 2026) Ms Corinna Bingham, on behalf of the landlord, submitted her application for re-registration of Fair Rent ('RR1') to the Rent Officer to register a fair rent of £1,195.00 per Month for 1 Grovers Farm Cottages, Woodham Lane, Woodham, Nr Addlestone, Surrey, KT15 3PU ('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 was an application to re-register the fair rent from its previous registration of rent for the property by the Rent Officer of £570.00 per Calendar Month, effective from 14 March 2007.

4. At paragraph 12 of the RR1, the rent now is stated as £570.00 per Month.

5. A rent of £700.00 per Calendar Month was registered by the Rent Officer, effective from 9 June 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. At (g) Remarks, it says tenant's central heating.

6. In an email dated 23 June 2026 to The Valuation Office Agency ('the VOA') (sent to VSU Helpdesk (HMRC)) Mr Steele submitted his 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 7 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 Mr Steele and Mr Hall, on behalf of the landlord, have given a Statement in accordance with the Tribunal's Directions.

The Property

12. Grovers Farm Cottages are two semi-detached houses, built on two floors of traditional brick construction and a pitched tiled roof, dated circa 1945-1964.

13. The accommodation provided by the property is as follows: ground floor – two rooms and kitchen, stairs up to the first floor – three bedrooms and one bathroom/WC. Outside there is a parking space, and a private garden.

14. Woodham is to the southwest of Addlestone, adjacent to West Byfleet. West Byfleet railway station is nearby.

The Tenancy Agreement and the Rent Register

15. The Tribunal has not been provided with a copy of the tenancy agreement but understands it to have commenced in 1983. Notwithstanding that, section 11 of the Landlord and Tenant Act 1985 applies. The tenant is responsible for internal decorations.

16. The tenant is responsible for the payment of Council Tax and Water Rates. No furniture is provided under the tenancy.

17. Section 11 of the 1985 Act is the repairing obligation in short leases. In a lease to which this section applies, which it does in this case, 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.

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 Bingham, Mr Hall submitted his Statement on behalf of the landlord on 21 July 2026. Mr Steele's Statement was submitted on 30 July 2026.

<u>Mr Steele's Statement</u>

20. In his Statement Mr Steele says the rent is £495 pcm and the allocation for repairs is incorrect. Mr Steele confirms the accommodation provided to be that outlined in paragraph 13 above and adds there is a utility room on the ground floor.

21. Under 'Features' – Mr Steele says there is off-street parking and a private garden.

22. Under 'Improvements', Mr Steele lists various works the tenant has carried out, in outline, as follows: (1) replacing broken glass, (2) fitting new doors, architraves, bannisters etc. (3) replastering and redecorating, (4) replaced the bathroom (twice), (5) replaced the kitchen (twice), (6) replaced the upstairs' floorboards, (7) re-plumbing, (8) fitting of loft and cavity wall insulation, (9) external repairs to the chimney, the roof, the damp course, and new soak away, (10) new fascias and guttering, (11) garden maintenance and landscaping as required. Mr Steele concludes to say this was an arrangement between he and both Mr M Mandry and Mr R Mandry. A statement is attached also.

23. Under 'Disrepair/Defects', Mr Steel says the details are in the attached statement, and that at present the property is in good habitable condition due to the time, money and personal investment he has made over the last 43 years.

24. Mr Steele says the original agreement of £495 pcm is an entirely fair assessment of the rental value of the property given the circumstances.

25. On the question of whether the maximum fair rent order should apply, the Tribunal is not persuaded that Mr Steele understands the question with respect to the Order under the statute. Finally, on whether the demand for such properties exceeds supply, Mr Steele says he is unaware of any comparable situations locally. Again, the Tribunal is not persuaded Mr Steele understands the question with respect to the concept of scarcity under the 1977 Act.

26. Mr Steele gives a further statement. Following what the Tribunal says in paragraph 18 above, it limits its considerations to those points relevant to make its determination and not previously discussed. Mr Steele says the landlord's comparables are clearly modern properties.

Mr Hall's Statement

27. Mr Hall says the information in the Rent register is correct, other than the rent. His outline description of the property omits the kitchen and includes a garage.

28. Under 'Features', Mr Hall says there is a garage, off-street parking and a private garden. Under 'Improvements', Mr Hall says there is no definitive/agreed position. Under 'Disrepair/Defects' Mr Hall says none known by the landlord or reported by the tenant.

29. Under 'Any Other Comments' Mr Hall says nearly twenty years have elapsed since the last registration of the rent; and he goes on to provide outline details of recent registrations of fair rent in the KT15 postcode, in outline, as follows:

    1) Chaucer Way, Addlestone, KT15 – semi-detached house, four rooms, kitchen, bathroom/WC, separate cloakroom/WC, no central heating; Rent registered £1,040 pcm, February 2026.

2) Chapel Way, Addlestone, KT15 – semi-detached house, five rooms, kitchen, bathroom/WC, with central heating; Rent registered £1,080 pcm, February 2026.

3) Prairie Road, Addlestone, KT15 – terraced house, four rooms, kitchen, bathroom/WC, separate cloakroom/WC, with central heating; Rent registered £1,205 pcm, January 2026.

30. Under 'Your assessment of the rental value of the property', Mr Hall says the market rent is £1,900 pcm, with reasonable deductions to reflect the nature of the accommodation. Mr Hall goes on to provide the Tribunal with comparable lettings in the KT16 postcode for which he says there is no discernable variance between market rents in KT15. In outline, as follows:

1) Almners Road, KT16 – semi-detached house, four rooms, kitchen, bathroom/WC, with central heating, unfurnished, modernised, section 11 of the 1985 Act applies; letting agreed in July 2026 at £1,800 pcm.

2) Fairway, KT16 – end of terrace house, four rooms, kitchen/diner, bathroom/WC, with central heating, unfurnished, section 11 of the 1985 Act applies; letting agreed in June 2026 at £1,995 pcm.

3) Squires Court, KT16 – end of terrace house, three rooms, open plan kitchen, bathroom/WC, separate WC, with central heating, unfurnished, section 11 of the 1985 Act applies; letting agreed in May 2026 at £1,795 pcm.

For each of the above Mr Hall has provided outline lettings particulars.

31. On the question of whether the maximum fair rent order applies, Mr Hall says he believes it should apply and the application was made on that basis. Mr Hall has provided the Tribunal with his maximum fair rent computation calculated to the December 2025 RPI which is £1,196.12p per Calendar Month (in fair rent cases this would be rounded up to £1,196.50p pcm). The Tribunal notes the rent sought in the RR1 is £1 less than Mr Hall's calculation of the maximum fair rent.

32. On the question whether demand for such properties exceeds supply, Mr Hall says demand for such properties does exceed supply as evidenced by a busy rental market where properties are let within a short period of listing. Mr Hall goes on to say demand for family houses is particularly high, but the impact of the RRA 2026 (it is the Renters' Rights Act 2025) has reduced supply of all sizes of properties available to let.

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).

33. 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.

34. 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.

35. 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.

36. 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.

37. 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

38. 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.

39. 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.

40. The Tribunal has been provided with a screen shot of the Rent Officer's comparable lettings of semi-detached houses with five rooms in the KT15 postcode. The market rents range from £1,550.00 per month, up to £2,795.00 per month; neither the dates for which, nor any further information has been provided.

41. Mr Hall has provided both comparable lettings evidence for the market rent and recent registrations of fair rent registrations to support his case and to assist the Tribunal. The registrations of the fair rent of a property are of limited assistance in this context, where in the first instance the market rent is to be determined. The Tribunal has drawn assistance from Mr Hall's evidence on market rents and notes the market rent attributed by the Rent officer pursuant to his inspection.

42. 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 £1,700 per calendar month, before any adjustment(s) which it deemed appropriate to be applied.

43. The Tribunal's synopsis of the various works that Mr Steele submits he has carried to the property since 1983 is in paragraphs 22 and 23 above.

44. 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 tenant has carried out works at the property that constitute improvement within the meaning of the legislation.

45. Such is the scale of the works that have been carried out by the tenant it is necessary for the Tribunal to expand on, and to be clear, what is reflected in some of its adjustments. In outline, adopting the subparagraph numbers below as follows: (1) the adjustment for no central heating reflects the tenant's installation of central heating, (6) the adjustment for an unmodernised kitchen reflects the tenant's replacement of the same, (7) similarly the adjustment for an unmodernised bathroom/WC reflects the tenant's replacement of the same, and (8) the works carried out by the tenant to which this refers are, but not limited to, replacing broken glass, fitting new doors, architraves, bannisters, replastering and redecorating, replacing floorboards, re-plumbing, insulation, external repairs to the chimney,

the roof, the damp course, and a new soak away, new fascias and guttering. The Tribunal notes the works of improvement that have been carried out by the tenant are substantial.

46. From the submissions given by Mr Steele, for which neither the landlord nor Mr Hall have given submissions to the Tribunal to the contrary, and 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 provision of central heating, (2) no provision of double glazing, (3) no provision of carpets, curtains and flooring, (4) no provision of the White Goods, (5) the tenant's internal decorations' obligation, (6) an unmodernised kitchen, (7) an unmodernised bathroom/WC, and (8) works of improvement carried out by the tenant.

47. The Tribunal concluded a deduction in aggregate of £805 per calendar month be applied to the market rent, made up of as follows:

No central heating	£125
No double glazing	£50
No carpets, curtains, floor coverings	£75
No White Goods	£45
Tenant's internal decorations' obligation	£60
Unmodernised kitchen	£75
Unmodernised bathroom/WC	£75
Tenat's improvements - various	£300
£ Per Calendar Month	£805

48. £1,700 per calendar month minus £805 per calendar month to equal £895 per calendar month.

49. Turning to the question of scarcity, that is whether demand for such properties exceeds the supply. Mr Hall says demand does exceed supply and that the impact of the Renters' Rights Act 2025 ('the 2025 Act') has reduced the supply of properties to let. Mr Steele has not given a submission to address the question. The Rent Officer has made a deduction from its adjusted market rent of 10% for the same.

50. The Tribunal finds some force in Mr Hall's argument that the impact of the 2025 Act has reduced the supply of properties to let; but in the context of the question of whether an adjustment is required for scarcity within the meaning of the 1977 Act, when coupled with its general knowledge of the lettings market in the area, the Tribunal has concluded it is too soon to draw a definitive conclusion that an adjustment is required.

51. The Tribunal now addresses the question as to whether the Order (the capping legislation) applies per se. Mr Steele does not address the question in the context of the legislation. Mr Hall says the Order does apply and he has provided his calculation of the maximum fair rent based on the December 2025 RPI. The Tribunal agrees with Mr Hall that

the Order does apply.

52. The Tribunal has calculated the maximum fair rent prescribed by the Order in which there is no amount attributable to services to equal £1,190.00p (One Thousand One Hundred and Ninety Pounds) per Calendar Month, when rounded up to the nearest 50 (Fifty) pence; for which and to follow the explanatory note in the Order, the March 2007 and the June 2026 RPI's have been applied.

Decision

53. Accordingly, the Tribunal determined the Fair Rent of the property to be re-registered at **£895.00p (Eight Hundred and Ninety-Five Pounds) per Calendar Month, to take effect from 17 August 2026.**

54. The capping provisions of the Rent Acts (Maximum Fair Rent) Order 1999 do not apply because the rent determined at paragraph 48 above is less than that prescribed by the Order.

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.