	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00KF/MRA/2026/0011
Property	85 Caulfield Road, Shoeburyness, Southend-on-Sea, SS3 9LP
Tenants	Matthew Gray Carly Simons
Tenants' Representative	N/A
Landlord	Caroline Hargreaves
Landlord's Address	32 Eastern Avenue, Southend-on-Sea, SS2 5NF
Landlord's Representative	Host Property Ltd
Date of Application	24 June 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Banks Tribunal Member David Hunt MRICS
Rent Determined	£1,600 per calendar month
Date of Valuation	8 October 2026
Date the new rent takes effect	3 November 2026

REASONS FOR THE DECISION

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Background

1. On 8 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,800 per calendar month (pcm) in place of the existing rent of £1,100 pcm to take effect from 8 July 2026.

2. On 24 June 2026, under Section 14 (A3) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

3. The tenancy commenced on 3 October 2013. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant

4. As per section 11 of the Landlord and Tenant Act 1985.

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

5. None

Liability for Council Tax

6. The Tenants are 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

Hearing

8. 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

9. The Property is a semi-detached house situated in Shoeburyness.

10. The Property comprises three bedrooms, a family bathroom, a ground floor WC, kitchen, lounge and dining area. Externally, the Property benefits from a rear garden and garage.

11. The Property benefits from gas central heating, double glazing, laminate flooring to the ground floor, carpet to the stairs, landing and bedrooms and lino flooring to the bathroom. It is situated close to local amenities and Shoeburyness railway station.

Evidence

12. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant

13. The Tenants contend that the proposed increase from £1,100 per calendar month to £1,800 per calendar month is excessive and does not reflect the market value of the Property. The Tenants consider that the market rent is £1,500 per calendar month.

14. The Tenants submit that the condition and presentation of the Property have been substantially improved during the tenancy through the Tenants' own efforts and expense. The Tenants state that they have decorated throughout, improved the garden and carried out various works including refurbishment of the kitchen. The Tenants further submit that the Property suffers from issues including damp, condensation and cracking to the render and that certain repair issues have not been addressed by the Landlord.

15. The Tenants provided 3 comparables. The material supplied consisted only of screenshots showing the front elevation of each property together with the number of bedrooms and bathrooms and the asking rent. The Tribunal was not provided with floorplans, dimensions, particulars of accommodation, internal photographs or any meaningful information regarding the condition or specification of the properties. Further, the Tribunal was not provided with any dimensions for the subject Property. Consequently, the Tribunal was unable to determine whether the properties were truly comparable to the subject Property and treated the evidence as providing only a broad indication of prevailing market rents within the locality.

16. The Tenants rely principally on a three-bedroom property in the same road which was reportedly let agreed at £1,600 per calendar month and which the Tenants

consider to be the best comparator available. The Tenants also refer to larger properties in the locality being marketed at around £1,700 per calendar month.

17. The Tenants provided photographs of the Property. The photographs appear to show that the Property is generally presented in good condition internally and benefits from modern décor, flooring, kitchen fittings and bathroom fittings. Whilst the Tenants state that many of these improvements have been carried out during the tenancy, the Tribunal's task is to determine the open market rent of the Property as it exists at the valuation date.

18. The Tenants also state that they have undertaken the following works:

- Resealing double-glazed windows;
- Damp treatment to the landing;
- Replastering to a bedroom affected by damp;
- Refurbishment of the kitchen;
- Replacement carpeting to the stairs and landing; and
- Replacement of damaged fencing panels.

19. The Tribunal accepted the Tenants' evidence that they had undertaken some works at the Property and gave appropriate weight to their account and the photographs provided. However, no invoices, receipts, dates or before-and-after photographs were supplied. The evidence therefore did not enable the Tribunal reliably to determine the nature, extent, timing or rental effect of each item. Accordingly, no specific adjustment could be quantified.

The Landlord

20. The Landlord contends that the proposed rent remains below market value and relies upon a market appraisal and Best Price Guide prepared on her behalf. The Landlord submits that the Property is in very good condition, benefits from off-street parking, a garage, double glazing and an attractive internal presentation and is situated within a sought-after location.

21. The Tribunal found that this evidence was subject to similar limitations. The information provided generally consisted of a single external photograph together with the date listed, asking rent, property type, number of bedrooms and distance from the Property. No floorplans, internal photographs, dimensions or detailed property descriptions were provided.

22. Furthermore, as the Tribunal had not been provided with a floorplan or dimensions for the Property itself, it was not possible to undertake a detailed comparison of the accommodation offered by the comparator properties and the Property. Consequently, the Tribunal treated the evidence as providing a broad indication of prevailing market rents within the locality rather than direct comparable evidence.

23. The Tribunal accepted that the Landlord's evidence demonstrated that rents within the locality were significantly above the existing rent of £1,100 per calendar month. However, the Tribunal was unable to conclude from the evidence provided that the Property would achieve £1,800 per calendar month on the open market.

Determination and Valuation

24. The Tribunal has considered all of the evidence before it, including matters not expressly referred to within these reasons, and has given such weight to that evidence as it considers appropriate.

25. The Tribunal's task is to determine the rent at which the Property might reasonably be expected to be let on the open market by a willing landlord to a willing tenant under the terms of the existing tenancy. The Tribunal is not concerned with the affordability of the rent increase, the personal circumstances of the parties or the extent of the increase from the existing rent.

26. The Tribunal derived assistance from both parties' comparable evidence. The Tribunal considered the property within the same road referred to by the Tenants to be the most persuasive comparable evidence before it, given its proximity and apparent similarity to the Property. That evidence indicated a rental value of approximately £1,600 per calendar month.

27. The Tribunal considered the Landlord’s market appraisal evidence. Some comparables were advertised at higher asking rents, but the evidence did not establish that those rents had been agreed or achieved. In addition, several properties differed materially in accommodation, specification or property type. The Tribunal therefore did not consider that this evidence justified a rent of £1,800 per calendar month for the Property.

28. In determining the market rent, the Tribunal must disregard any relevant improvement carried out by the Tenants otherwise than pursuant to an obligation to the Landlord, provided that the improvement has not materially deteriorated.

29. The Tenants contend that they carried out and paid for works including decoration, damp treatment, refurbishment of the kitchen, replacement flooring

and repairs to fencing. The Tribunal has considered their account and the photographs supplied.

30. However, the evidence did not establish with sufficient clarity when each item was undertaken, its extent, whether it constituted an improvement rather than repair or maintenance, or its effect on rental value. No invoices, receipts, dates or before-and-after photographs were supplied. The Tribunal was therefore unable to identify or quantify any rental uplift attributable to a relevant improvement and made no specific adjustment on that basis.

31. Subject to that statutory disregard, the photographs provide evidence of the Property's general condition and presentation at the valuation date. They depict a property in generally good condition, with modern décor, flooring, kitchen fittings and bathroom fittings. The Tribunal considered that the Property's presentation would make it attractive to prospective tenants.

32. The Tribunal also considered the Tenants' reports of damp, condensation and cracking to the render. The evidence did not demonstrate disrepair of such significance as to justify a substantial downward adjustment to rental value.

33. Turning to the comparable evidence, the Tribunal regarded the three-bedroom property in the same road as the most persuasive comparator because of its proximity and apparent similarity to the Property. It was reportedly let at £1,600 per calendar month.

34. The Landlord's comparables were advertised at higher asking rents, but the evidence did not establish that those rents had been agreed or achieved. Several properties also differed materially in accommodation, specification or property type. The Tribunal therefore did not consider that this evidence justified a rent of £1,800 per calendar month.

35. Having regard to the comparable evidence, the condition and presentation of the Property, its accommodation, location, garden, garage, gas central heating and double glazing, together with the Tribunal's own knowledge and expertise of rental values in the locality, the Tribunal determines that the market rent of the Property at the valuation date was £1,600 per calendar month.

Open-Market Rent £1,600 pcm

Undue hardship

36. 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.

37. The Tenants have asked the Tribunal to fix a later starting date in this case. The Tenants say they will be caused undue hardship because one of the joint tenants is currently unable to work following spinal fusion surgery and that a significant rent increase would require time to allow the household to adjust its financial arrangements.

38. The Landlord did not respond to the Tenants' application for postponement due to hardship.

39. The Tribunal's decision increases the monthly rent by £500. The Tribunal has considered the Tenants' evidence that one joint tenant is unable to work following spinal fusion surgery and that the household requires time to adjust its financial arrangements. However, no supporting medical or financial evidence was provided, including evidence of income, expenditure or benefits.

40. On the evidence before it, the Tribunal is not satisfied that commencement of the new rent on 3 November 2026 would cause undue hardship. It therefore declines to fix a later commencement date.

Decision

41. The Tribunal determines the new rent amount at £1,600 per calendar month with effect from 3 November 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 (rule 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.