

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/22UL/MRA/2026/0063
Property	5 Benleigh House, Rayleigh, Essex, SS6 9JQ
Tenant	Kirstie Whatley
Tenant's Representative	None
Landlord	Leigh Heath Court Investments Ltd
Landlord's Address	200 London Road, Southend on Sea, Ss1 1PJ
Landlord's Representatives	Julie Blackwell – Property Manager - Hair & Son LLP Olivia Deadman – Head of Lettings - Hair & Son LLP
Date of Application	04/08/2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Alice Holtom Mr David Hunt MRICS
Date of Decision	30 September 2026
Rent Determined	£950 per calendar month
Date of Valuation	30 September 2026
Date the new rent takes effect	2 October 2026

REASONS FOR THE DECISION

Background

1. On 22 July 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £950.00 per calendar month (pcm) in place of the existing rent of £850.00 pcm to take effect from 2 October 2026.
2. On 4 August 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 tenancy commenced on 2 April 2019. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. The landlord is responsible for those repairing obligations imposed by 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.

5. No furniture or services are provided by the Landlord under the tenancy.

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. No written tenancy agreement was provided to the Tribunal. Whilst the documentary evidence contained conflicting references to the commencement date of the tenancy, both parties confirmed at the hearing that the tenancy commenced on 2 April 2019. The Tribunal therefore proceeds on that basis. The parties further agreed that the tenant is Ms Kirstie Whatley, the landlord is Leigh Heath Court Investments Ltd, and that the current rent is £850 per calendar month.

Hearing

8. A hearing was held by video platform on 30 September 2026. The Tribunal considered the matter on the basis of the oral evidence given at the hearing, the documents provided by the parties and its own knowledge and expertise.
9. The Tribunal had before it an 85-page bundle of documents, including the forms MR1, MR2, MR3, the notice of rent increase and correspondence between the parties regarding the proceedings.

The Property

10. The Property is a second floor flat offering the following accommodation:

Property: 2 bedrooms, hallway, bathroom, kitchen and living room.

Outside: There is no outside space or parking.

The Property is situated within a residential block comprising accommodation over the ground, first and second floors. Rayleigh is a historic market town in Essex. Rayleigh railway station is approximately a seven-minute walk from the Property and provides regular services to London Liverpool Street and Southend Victoria.

Evidence

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

The Tenant

12. In their Form MR1 and MR3 the Tenant made the following comments:
 - a) The Tenant confirmed that the property was rented with carpet, and lino in the bathroom
 - b) The Tenant stated that she had undertaken the following works and improvements:
 - i. There was a leak from the bathroom which damaged the hallway flooring and the Tenant replaced the hallway flooring.
 - ii. The Tenant replaced the lino flooring in the kitchen with wooden flooring and underlay because they could smell cigarette smoke and could hear a significant amount of noise from the flat below.

- iii. The Tenant has ongoing difficulties with black mould in the property and has had to replace wallpaper affected by the mould and continue to treat the problem every winter.
 - c) The courtyard contains rubbish, broken glass and cigarette ends.
 - d) The Tenant is in receipt of Universal Credit, and the Local Housing Allowance is limited to £875 per month for the area.
 - e) The property comes with no parking and no garden or safe space for children.
 - f) The property has a flat roof and every winter the tenant must deal with black mould in the property.
 - g) The Tenant proposed a monthly market rent of £875
13. The Tenant did not provide any comparable rental evidence in support of the proposed rent of £875 per month.
14. Ms Kirstie Whatley, the Tenant, confirmed that the tenancy commenced on 2 April 2019 and that the current rent is £850 per month. She explained that she challenged the proposed increase to £950 because she considered the increase unaffordable and was advised by the landlord to apply to the Tribunal if she could not afford the increase.
15. The Tenant gave evidence that the property has suffered from damp and mould issues since the commencement of the tenancy. She stated that there had previously been a hole in the roof and that the flat roof continues to retain water, resulting in water ingress during periods of rainfall. According to the Tenant, black mould develops in the living room and bedrooms, wallpaper becomes damaged, and windowsills have begun to bow. She stated that these issues have been reported over several years but have not been fully resolved. Although remedial roof works were undertaken some years ago, she maintained that the underlying problem remains.
16. The Tenant further stated that she has undertaken various repairs and improvements herself, including replacing wallpaper affected by mould and installing replacement flooring following water damage.
17. She also described other matters affecting her enjoyment of the property, including smoke and noise travelling between flats, the inability to secure curtain poles properly, the absence of parking, overflowing refuse bins, anti-social

behaviour within the block, and defects within the communal stairwell. She said these matters adversely affect both her and her son, who has additional needs.

18. The Tenant accepted that the property has value and did not contend that a rent increase was without merit. She stated that she is in receipt of benefits, has limited capability for work, and would struggle to meet the increased rent if housing support did not cover the full amount. She expressed concern that future rent increases may place her tenancy at risk.
19. The Tribunal noted from the Tenant's oral evidence that her principal concern was the affordability of the proposed increase rather than the market rental value of the Property. The Tenant explained that, upon receiving the notice of increase, she contacted the Landlord and was advised that she could apply to the Tribunal if she wished the proposed rent to be considered. The Tribunal accepts that this was the primary reason for the application being made.
20. In response to the Landlord's evidence regarding comparable properties, the Tenant stated that Flat 4 within the block had become vacant in April 2026 following water ingress from the flat above. She understood that remedial works remained ongoing before that property could be re-let.
21. The Tenant also stated that a landlord representative had attended the property during her absence. She said that her father had spoken to the representative at that time and raised concerns regarding black mould within the property.

The Landlord

22. The Landlord made the following comments:
 - a) In the documentary evidence, the Landlord stated that the tenancy commenced on 2 April 2019 in the notice of rent increase but referred to 2 July 2026 in the Form MR2. As recorded above, this discrepancy was resolved at the hearing when both parties agreed that the tenancy commenced on 2 April 2019.
 - b) The Tenant chose to replace the bathroom and kitchen flooring herself, and this was the Tenant's choice and not a requirement.
 - c) The Property is situated in a popular convenient location and offers well planned accommodation.
 - d) The Landlord considered the proposed rent to be competitive and submitted that, if the Property were vacant and re-let on the open market, a higher rent than that proposed could be achieved.

23. Whilst the Landlord provided no documentary evidence of comparables, they described two-bedroom flats within the same development which had been let through Hair & Son:
- a) Flat 4 – let from November 2025 for £925 per month
 - b) Flat 19 – Let from July 2026 for £1050 per month
24. The Landlord's representatives gave evidence that regular inspections of the property are undertaken and that the most recent inspection took place in April 2026. They stated that the issues described by the Tenant had not been raised during that inspection, although concerns regarding condensation had been discussed.
25. Ms Olivia Deadman, on behalf of the Landlord, acknowledged that there are wider issues affecting the block and explained that some matters fall within the responsibility of the block management arrangements because there were leaseholders in the block, consultation was required before this could be addressed. She acknowledged that complaints had been received and that investigations were ongoing. The Landlord's position was that it remained unclear whether any damp or mould issues arose from roof defects, condensation, brickwork defects, or a combination of factors.
26. The Landlord stated that repairs reported by tenants are acted upon when brought to their attention. In relation to rental value, the Landlord relied upon the comparable evidence already provided to the Tribunal. It was submitted that the comparable properties were of similar size and condition to the subject property and that the property benefits from a convenient location near the railway station. The Landlord maintained that properties within the development generally let quickly.
27. The Landlord accepted that issues relating to smoking by neighbouring occupiers may exist but submitted that such matters are outside the Landlord's control and are not material to the assessment of market rent.
28. The Landlord further explained that the development comprises approximately thirty flats across two blocks and described the layout of the Tenant's block. It was also confirmed that the property has remained in the ownership of the same company throughout the relevant period.
29. In relation to the visit referred to by the Tenant, the Landlord stated that an appointment had been arranged and that, although it had been informed that the Tenant would not be present, a representative attended in case access could be

obtained. The Landlord stated that no feedback regarding mould issues was received following that attendance.

Determination and Valuation

30. 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 not relevant to the assessment of market rent but may be relevant to any application to postpone the effective date of the increase on grounds of undue hardship.
31. The Tribunal noted that the Tenant's principal concern was the affordability of the proposed increase. The Tenant explained that she is in receipt of benefits and would struggle to meet the increased rent. The Tribunal accepts that those concerns are genuinely held.
32. However, the Tribunal's function under sections 13 and 14 of the Housing Act 1988 is to determine the market rent for the Property. The personal financial circumstances of a Tenant, whilst understandable and relevant to them personally, do not form part of the assessment of market rent.
33. The Tribunal has therefore determined the application by reference to the market evidence and the characteristics of the Property rather than the Tenant's ability to pay the proposed rent.
34. The Landlord relied upon evidence of lettings within the same development, namely Flats 4 and 19. The Tribunal considers these comparables to be of assistance because they relate to two-bedroom flats within the same development and were let at dates reasonably close to the valuation date.
35. Whilst the comparable evidence was limited and unsupported by tenancy agreements or marketing particulars, the Tribunal was satisfied that the witnesses were giving first-hand evidence of lettings managed by their firm. In the absence of competing market evidence from the Tenant, the Tribunal considered that evidence capable of carrying weight. They represent the most persuasive evidence before the Tribunal of rents achieved for broadly comparable accommodation in the immediate locality. No alternative comparable rental evidence was provided, and the Tribunal therefore considers them to provide the best available indication of market rent.

36. The Tribunal has taken into account the Tenant's evidence that Flat 4 experienced water ingress and required remedial works. However, there was insufficient evidence before the Tribunal to conclude that the rent achieved for Flat 4 was not representative of the local market or should be disregarded entirely. In any event, the Tribunal has not relied exclusively upon Flat 4 but has considered both comparables together and its own expertise.
37. The Tribunal notes that the proposed rent falls between the rents achieved by Flats 4 and 19 and is consistent with the evidence of local market rents within the development.
38. The Tribunal recognises that the comparable evidence was limited and largely oral in nature. However, the evidence was given by professional lettings agents with direct knowledge of recent lettings within the same development. The Tribunal was satisfied that the evidence was sufficiently reliable to assist in determining market rent, particularly in circumstances where no competing comparable evidence was advanced.
39. The Tribunal accepts that the tenant raised concerns regarding damp and mould. However, those allegations were not supported by documentary or independent evidence. Whilst the Tribunal notes that investigations into the flat roof are ongoing, the evidence before it does not permit a finding that any disrepair existed which materially affected the market rental value of the Property at the valuation date. The Tribunal does not reject the possibility that damp or mould may occur from time to time. However, the evidence was insufficient to enable the Tribunal to assess the nature, extent, frequency or valuation impact of any such issue.
40. Accordingly, the Tribunal is not satisfied that any disrepair existed at the valuation date which materially affected the market rental value of the Property. No adjustment is therefore made on that basis.
41. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord, The Tribunal determines that the open-market rent for the Property at the valuation date was £950 pcm. 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.

Undue hardship

42. 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.

43. The Tenant asked the Tribunal to fix a later commencement date on the grounds of undue hardship. The Tenant stated that she is in receipt of Universal Credit and has limited capability for work due to health issues following treatment for breast cancer. She also explained that she is the primary carer for her son, who has ADHD and ASD. The Tenant stated that the maximum housing support available to her is £875 per month and that she would experience difficulty meeting any shortfall between that amount and the rent determined by the Tribunal.
44. The Landlord did not respond to the Tenant's application for postponement due to hardship.
45. The Tribunal accepts that the Tenant faces challenging personal and financial circumstances and does not doubt the genuineness of her concerns. The Tribunal also accepts that the Tenant's financial circumstances may make payment of the increased rent more difficult.
46. However, the threshold for establishing undue hardship is a high one. No documentary evidence was provided in support of the application, including evidence of income, expenditure, benefits entitlement or other financial commitments. Having considered the tenant's circumstances as a whole, and in the absence of supporting financial evidence, the Tribunal is not satisfied that implementation of the increase from the statutory commencement date would cause undue hardship within the meaning of the legislation.
47. The Tribunal determines the new rent at the amount proposed by the Landlord of £950 per calendar month with effect from 2 October 2026 as this is the open-market rent determined by the Tribunal.

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.