	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**HAV/29UH/MRA/2026/0058**
Property	**12 Pope Drive, Staplehurst, Tonbridge, Kent, TN12 0TL**
Tenant	**Paul Wesbrook**
Tenant's Representative	
Landlord	**Isobel Mehrabian**
Landlord's Address	**Kent House, The Street, Frittenden, Kent TN17 2DG**
Landlord's Representative	**Stephen Castellani of Martin & Co Tonbridge**
Date of Application	**03 August 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Tribunal Judge Bowden** **Tribunal Member Simon Hodges FRICS**
Date of Decision	**06 October 2026**
Rent Determined	**£1,275 per calendar month**
Date of Valuation	**02 October 2026**
Date the new rent takes effect	**25 October 2026**

(c) Crown Copyright 2025

REASONS FOR THE DECISION

Background

1. On 28 July 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,300 in place of the existing rent of £1,200 per calendar month (pcm) to take effect from 25 September 2026.

2. On 03 August 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.

3. The Tenant's referral was received by the Tribunal on the same date it was referred.

4. The assured shorthold tenancy commenced on 25 August 2025 for a 12-month term. The rental period is monthly. The tenancy continued as a rolling periodic tenancy after the term ended. Council Tax is not included.

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

5. The Tenant agreed that the notice served was valid.

Allocation of Repairs between Landlord and Tenant.

6. 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.

7. No services are provided under the tenancy.

8. No furniture is provided under the tenancy.

Liability for Council Tax

9. 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

10. There were no other terms in the tenancy agreement relevant to market rent determination.

Hearing

11. Neither party requested an oral hearing.

12. The Tribunal was satisfied that it could consider this case on the basis of the papers provided by the parties.

Inspection

13. There was no inspection. The Tenants indicated on Form MR1 that they did not think an inspection was required. The Landlord did not provide substantiated reasons for an inspection in their Form MR2.

The Property

14. The Property is located in Staplehurst, Kent and is situated towards the outskirts of Staplehurst on a residential street and is a terraced house. The accommodation is as follows:

Property:	Kitchen/diner Lounge 2 bedrooms 1 bathroom
Outside:	Front and rear garden Shed Hard standing parking space to rear in garage block
The Property benefits from:	Hot water cylinder in airing cupboard on landing
Furnishings and flooring:	Wood flooring to lounge Laminate flooring to kitchen/diner Carpet to stairs, landing and bedrooms Vinyl sheet to bathroom
Heating and thermal efficiency	Mains gas fired central heating UPVc double glazing

Improvements

15. The Tenant has listed improvements. The improvements listed are:

Replaced rear garden gate and side panel (close board fence) as previous in poor condition.

Replaced union to rear gutter, main roof slope and unblocked gutters to front and rear on two occasions.

Refixed bathroom light pull cord switch.

Redecorated walls and woodwork to kitchen/diner

Evidence

16. The Tribunal carefully considered the MR1 (Tenant) and the MR2 (Landlord) and attachments provided by the parties, along with relevant correspondence provided to it in the hearing bundle.

17. The Tenant did not complete an MR3 (Tenant's reply) but replied via email with comparables.

The Tenant

18. The Tenant provided:

    a. The Tenant agreed to pay rent from August 2025 on the understanding that the Landlady would replace the kitchen immediately. The kitchen was not replaced until seven months later.

    b. The kitchen walls and woodwork were not redecorated, despite being in poor condition.

    c. The Tenant believes the property has not been redecorated for approximately 18 years, and it still has not been redecorated.

    d. Outstanding issues:

        i. Bathroom vinyl flooring is not properly sealed.

        ii. Over-bath shower has insufficient water pressure.

        iii. Bathroom has no heating.

        iv. Garden shed is not weatherproof.

        v. Windows and entrance doors are draughty.

        vi. Radiators do not heat properly and are believed to contain sludge.

        vii. Rear garden path is uneven and presents a trip hazard.

viii. Gutters remain blocked and leaking.

ix. Mould growth appears in the bedrooms during the winter months.

19. In terms of rental evidence, the Tenant provided information, which showed similar properties to the Property with rents of £1,300 pcm.

20. The Tenant's comparable properties are summarised below:

Property	**Features**	**Evidence**	**Rent pcm**	**Treatment by the Tribunal**
Subject property	2 bed 1 bath Terraced house Parking Garden		£1,200 current £1,300 proposed by Landlord	
a. Offens Drive, Staplehurst	3 bed End of terrace/semi Garage adjacent	Brochure	£1,300	Noted to be a larger property with rent of £1,300
b. Slaney Rd, Staplehurst	3 bed Terrace	Brochure	£1,300	Noted to be a larger property with rent of £1,300

The Landlord

21. The Landlord provided:

a. The Tenants moved into the property on 25 October 2022 paying £1,100 per month.

b. The rent was increased to £1,200 per month on 25 August 2025.

c. The Landlord contends that this represented only a £100 increase over approximately four years.

d. The Landlord argues that the increase did not reflect wider market growth, which is said to have been approximately 25% during the same period.

e. Comparable evidence has been provided in the form of three nearby properties within a quarter of a mile, including two on the same street and one neighbouring property.

f. The Landlord states that the property next door was recently let at £1,350 per month.

g. Based on the comparable evidence, the Landlord submits that the proposed rent of £1,300 per month is below the current market rent for a property of this type.

h. The Landlord therefore contends that the proposed rent is reasonable and supported by local market evidence.

22. The following comparables were provided by the Landlord, via a Best Price Guide, which showed similar properties to the Property with rents ranging from £1,300 to £1.400 pcm.

23. The Landlord stated they had rented the neighbouring property for £1,300 but provided no further details about the property or evidence of this agreement. The Tribunal therefore could not ascertain whether that property was in the same/similar condition as the subject property.

24. The Landlord's comparable properties are summarised below:

Property	**Features**	**Evidence**	**Rent pcm**	**Treatment by the Tribunal**
Subject property	2 bed 1 bath Terraced house Parking Garden		£1,200 current £1,300 proposed by Landlord	
a. Gybbon Rise, Staplehurst	Two Bedroom End of Terrace Property Sitting room, living room Fitted kitchen Family bathroom Enclosed Garden Driveway Parking & Garage	Best Price Guide	£1,400	Has a driveway and parking, the subject property does not
b. Pope Drive, Staplehurst	Two double bedrooms Walking distance shops	Best Price Guide	£1,350	Currently advertised by Martin & Co – Landlords agent

	Cranbrook school catchment Garage Rear Garden Spacious Lounge			Same street as subject property Internal condition not visible
c. Pope Drive, Staplehurst	2 double bedrooms Close By to Station and Excellent Schools Garage Modern Bathroom Modern Kitchen Off road allocated parking space	Best Price Guide	£1,300	Let agreed 2 Jun 2026 to 21 Jul 2026 (48 days) Same street as subject property Internal condition not visible

Determination and Valuation

25. 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.

26. The Tribunal carefully considered the comparable properties put forward by the parties. The Tribunal noted from the photographs provided that the property was in need of some minor wants of repair and maintenance, as shown in the photographs and set out by the Tenant in paragraph 18.d above.

27. Relying on its own expertise and general knowledge of rental values in the area, and the relevant comparable properties provided by the parties. The Tribunal considers that the market rent of the property, had it been in good repair and condition, would be £1,325 pcm.

28. From this level of rent, the Tribunal has made adjustments in relation to the following:

a. For want of repair/maintenance

29. The full valuation is shown below:

Starting Rent		**£1325 pcm**
Less		
	a) Items given under 28a. above	£50 pcm
	Subtotal	£50pcm
Market rent for the Property		**£1,275 pcm**

Undue hardship

30. 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.

31. The Tenant raised undue hardship in the MR1 stating:

    a. Any increase in rent would be unaffordable even if improvements to the property were made by the Landlady.

32. The Tenant did not produce financial evidence.

33. The Landlord did not respond to the Tenant's application for postponement due to hardship

34. In light of the lack of financial breakdown, the Tribunal cannot make a finding of financial hardship.

Decision

35. The Tribunal determines the new rent amount at £1,275 per calendar month with effect from 25 October 2026. This is lower than the proposed rent of £1,300 per calendar month.

Name: Tribunal Judge Bowden **Date:** 06 October 2026

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 (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.