	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**HAV/00LC/MRA/2026/0070**
Property	**Flat 20, 1 Cory's Road, Rochester, ME1 1GS**
Tenant	**Halimat Okerayi**
Tenant's Representative	
Landlord	**Sapargul Kabayeva**
Landlord's Address	**72 Twickenham Road, London, E11 4BW**
Landlord's Representative	**Mia Coles, Lettingaproperty**
Date of Application	**12 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 Mr M Woodrow MRICS**
Date of Decision	**29 October 2026**
Rent Determined	**£1,250 per calendar month**
Date of Valuation	**19 October 2026**
Date the new rent takes effect	**01 November 2026**

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REASONS FOR THE DECISION

Background

1. On 16 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,250 in place of the existing rent of £1,200 per calendar month (pcm) to take effect from 17 August 2026.

2. On 12 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 01 May 2025 for a term of 12 months. The rental period is monthly. The tenancy has continued as a rolling periodic tenancy from the end of the term.

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

5. In their application form, the Tenant has indicated that they consider the Landlord's notice to be invalid for the following reasons:

    a. The Section 13 notice specifies a proposed rent increase date of 17 August 2026.

    b. The Tenant's periodic tenancy ran from the 1st of each month, as rent is due on the 1st, and began on 1 May 2025

    c. The proposed effective date of 17 August 2026 did not fall at the start of a tenancy period.

    d. The earliest valid effective date would be 01 September 2026, following the required notice period.

Determination as to the validity of the Notice of Increase

6. The Tenant challenged the legal validity of the purported s13 notice on the basis that the commencement date was wrong, and the Tribunal has therefore considered its legal validity.

The Law

7. The Form 4 Notice provides a Tenant with the details of a rent increase and when it will take effect.

8. The relevant sections and subsections are:

> ***13.— Increases of rent under assured [tenancies other than relevant low-cost tenancies***
>
> *(1) This section applies to any assured tenancy other than a relevant low-cost tenancy.*
>
> *(2) For the purpose of securing an increase in the rent under a tenancy to which this section applies, the Landlord may serve on the Tenant a notice in the prescribed form proposing a new rent to take effect at the beginning of a new period of the tenancy specified in the notice, being a period beginning not earlier than—*
>
> > *(a) two months after the date of the service of the notice; and*
> >
> > *(b) either*
> >
> > > *(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the first period of the tenancy began; or*
> > >
> > > *(ii) in any other case, on the date that falls 52 weeks after the date on which the first period of the tenancy began; and*
> >
> > *(c) if the rent under the tenancy has previously been increased by virtue of a notice under this subsection or a determination under section 14 below, either*
> >
> > > *(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the increased rent took effect; or*
> > >
> > > *(ii) in any other case, the appropriate date.*
>
> *(4) Where a notice is served under subsection (2) above, a new rent specified in the notice shall take effect as mentioned in the notice unless, before the beginning of the new period specified in the notice,—*
>
> > *(a) the Tenant applies to the appropriate tribunal under section 14(A3) ; or*

(b) the Landlord and the Tenant agree on a [new rent which is lower than][14] that proposed in the notice or agree that the rent should not be varied.

13B Challenge to validity of notice to increase rent

Where a tenant under an assured tenancy makes an application to the appropriate tribunal, the tribunal may determine whether a notice served on the tenant under section 13(2) or 13A(2) is valid.

Consideration

9. Section 13(4) makes it clear that the commencement date in the Form 4 notice only applies when there is no challenge to the rent increase via the Tribunal.

10. The Tribunal reminds itself of the Upper Tribunal and superior courts' approach to dates and their impact on validity, especially where there is no statutory sanction. See:

    a. A1 Properties (Sunderland) Ltd v Tudor Studios RTM Co Ltd [2024] UKSC 27,

    b. *Atesheva v Halifax Management Ltd* [2024] UKUT 314 (LC),

    c. *Avon Freeholds Limited v Cresta Court E Rtm Company Ltd* [2024] UKUT 335 (LC), and

    d. Avon Freeholds Ltd v Cresta Court E RTM Co Ltd [2026] UKSC 31.

11. There is no statutory sanction for non-compliance with s.13(4). There is no prejudice caused to the Tenant; they were aware of the notice and challenged it. The determined rent will take effect from the next rental period in any event.

12. Once the rent increase in the Form 4 is challenged via the Tribunal, the Tribunal will decide the market rent and direct when it takes effect.

Decision

13. The Tribunal's jurisdiction is to assess current market rent and set the date that its decision takes effect (in accordance with the legislation).

14. The Tribunal is satisfied that any error in the proposed commencement date did not invalidate the notice. The notice clearly identified the property, parties, proposed rent and proposed commencement date. The Tenant understood the notice and exercised their right to refer it to the Tribunal. There is no statutory provision stating that a notice is invalid solely because the proposed commencement date does not correspond precisely with the beginning of a tenancy period. Having regard to the authorities cited above, the Tribunal is satisfied that the notice remained valid.

Allocation of Repairs between Landlord and Tenant.

15. 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.

16. No services are provided under the tenancy.

Liability for Council Tax

17. 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

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

Hearing

19. Neither party requested an oral hearing.

20. The Tribunal was satisfied it could consider the case on the papers provided by the parties.

Inspection

21. There was no inspection. The Tenant 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

22. The Property is located in Rochester overlooking the train station in an urban setting. It is a one-bedroom second-floor flat within a purpose-built block.

23. The accommodation is as follows:

Property:	Open plan kitchen/living/dining Hallway 1 bedroom 1 bathroom
Outside:	Balcony 1 allocated parking
Furniture:	None included
Furnishings and flooring:	Vinyl flooring Carpet to bedroom only The Tenant states the property is unfurnished. The Landlord says that it is 'part furnished' this appears to be due to the appliances.
Appliances:	Fridge/freezer Cooker/hob Dishwasher Washing machine
Heating and thermal efficiency	Central heating (gas) Double glazed windows

Improvements

24. The Tenant has not listed any improvements.

Evidence

25. The Tribunal carefully considered the MR1 (Tenant), MR2 (Landlord) and MR3 (Tenant's reply) and attachments provided by the parties, along with relevant correspondence provided to it in the hearing bundle.

The Tenant

26. The Tenant provided Form 4, the addendum tenancy agreement and the Landlord's Best Price Guide.

27. The Tenant made the following comments:

    a. They thought the open market rent should be £1,200 pcm.

b. The Landlord's comparables are not sufficiently comparable to the subject property.

c. The agent's report recommends an initial marketing rent of £1,300 pcm, but this is based on properties with materially different characteristics.

d. The £1,400 comparable is a modern waterfront apartment with a private balcony and was advertised as fully furnished.

e. The £1,350 comparable was also fully furnished and benefited from water views.

f. The £1,250 comparables had advantages such as riverside or water views and more kitchen storage/cabinet space.

g. The subject property is a second-floor flat directly overlooking a busy and noisy railway line, which adversely affects its value.

h. The Tenant considers the property not comparable with newly built properties that have never previously been occupied.

i. The comparables generally have newer, higher-specification kitchens, better-quality cabinetry and more storage.

j. The Tenant queried the agent about whether some of the higher-rent comparables were fully furnished but did not receive a substantive response.

k. In the Tenant's view, the proposed rent of £1,250 pcm does not adequately reflect differences in outlook, noise from the railway, age, condition, and specification.

28. The Tenant did not put forward any comparable properties of their own.

The Landlord

29. The Landlord provided a floor plan, a statement in support of the proposed market rent, a Supporting Statement and Comparable Rental Evidence produced by Lettingaproperty.com, and the tenancy agreement.

30. The Landlord made the following comments:

a. The proposed increase from £1,200 pcm to £1,250 pcm is reasonable and remains below the property's full market rental value.

b. The property is a well-presented one-bedroom flat benefiting from a balcony, allocated parking, gas central heating, double glazing and white goods.

c. The Landlord obtained a Best Price Guide from a letting agent which advised that the property could be marketed at £1,300 pcm.

d. Rather than adopting the agent's recommended figure, the Landlord proposed a lower rent of £1,250 pcm.

e. Comparable properties in the local area were said to support a rent at or above the proposed level.

f. The Landlord considers that local market conditions have strengthened since the current rent was agreed and that an increase is justified.

g. In response to the Tenant's criticisms of the comparables, the Landlord maintains that the examples relied upon are sufficiently comparable for market-rent purposes.

h. The Landlord's evidence suggests that the proposed rent remains competitive when compared with similar properties available to let in the Rochester area.

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

Property	**Features**	**Evidence**	**Rent pcm**	**Treatment by the Tribunal**
Subject property	1 bed 1 bath Second floor flat Allocated parking Balcony		£1,200 £1,200 Tenant position £1,250 Landlord position	
a. Corys Road, Rochester	1 bed Unfurnished Open-plan lounge and kitchen, balcony	Rep's statement	£1,300	No images in the Landlord's representative statement, the images in the best price Guide are of limited use and

	Allocated parking Lift Available September 2026			there is only one image. The weight that can be given to evidence provided via a single image of a property and no dimensions is limited.
b. Corys Road, Rochester	1 bed Furnished Parking, EPC rating B, close to Rochester station and High Street, and no garden Available Aug 2026	Rep's statement	£1,400	As above
c. Corys Road, Rochester	1 bed Unfurnished Open-plan living and dining area, fitted kitchen, double bedroom with fitted wardrobes, modern bathroom, balcony with river views, and communal parking. Listing said to be dated April 2025	Rep's statement	£1,200	As above

Determination and Valuation

32. 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.

33. The Tribunal carefully considered the comparable properties put forward by the parties. 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, in good repair and condition, and having the major appliances provided by the Landlord, would be £1,250 pcm.

34. From this level of rent, the Tribunal has not made any adjustments because:

    a. It is less than 5 years old and in good condition.

    b. There are no issues with heating or damp.

    c. There are no improvements and fittings provided by the Tenant and for which they should not pay.

    d. The location near a railway line was not a significant loss of amenity; the property also benefited from double glazing.

Undue hardship

35. 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.

36. The Tenant did not raise undue hardship.

Decision

37. The Tribunal determines the new rent at the amount proposed by the Landlord of £1,250 per calendar month with effect from 01 November 2026.

Name: Tribunal Judge Bowden **Date:** 26 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.