FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AR/MRA/2026/0267**
Property	**:**	**10 Waldegrave Court Waldegrave Gardens Upminster RM14 1UU**
Applicant	**:**	**Benjamin Davison Megan Margetts (Tenants)**
Representative	**:**	**None**
Respondent	**:**	**Susan Miller (Landlord)**
Representative	**:**	**'Accommodation Centre' (Agent)**
Date of Application	**:**	**6 August 2026**
Type of Application	**:**	**Determination of a Market Rent sections 13 &14 Housing Act 1988**
Tribunal Members	**:**	**N. Martindale FRICS S. Dhanani**
Date of Decision	**:**	**4 November 2026**
Rent Determined	**:**	**£1700 per calendar month**
Date of new rent start	**:**	**26 November 2026**

REASONS FOR DECISION

Background

1 A landlord's notice, dated 26 July 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £1875 per calendar month

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replacing a passing rent said to be of £1800 pcm, with effect from 26 September 2026.

2 At a date, prior to the effective date, under S.13(4)(a) Housing Act 1988 the tenant referred the landlord's notice proposing a new rent, to the Tribunal for determination before the start date.

3 The assured tenancy is now periodic calendar monthly.

Allocation of Repairs between Landlord and Tenant

4 As per S.11 Landlord and tenant Act 1985.

Landlord's Service Charges and Furniture provided and costs.

5 There was no furniture or services or service charges. Landlord's provisions of White goods were said not to be provided. There were floor finishes, carpets to bedrooms, artificial stone tiling or similar to hall bathroom and kitchen.

Liability for Council Tax

6 Tenant.

Other relevant terms of tenancy

7 None.

Inspection and Hearing

8 An inspection is not routinely carried out. The Tribunal is content that it has sufficient information on the Property, its condition and on comparables, from a combination of the written and any photographic representations received and from its own knowledge and specialist expertise. There was no oral hearing.

Property

9 There was no inspection. The Property consists of a ground floor flat in a purpose built wholly residential block (the Building), dating from the 1960's. The Building is of brick to 2 storeys, with a double pitched tile roof. The exterior appears to be in good condition. There are 2 levels of accommodation and other flats in the Building. The Property appears to have its own ground floor entrance. There does not appear to be any off street parking. The Property had a garden.

10 The Property has a living room, 2 bedrooms, bathroom/wc and kitchen. The Building is in an established residential area of LB Havering. (Google Streetview April 2018).

Evidence

11 The Tribunal received completed Form MR1 of 6 August 2026 with the landlord's notice. Form MR2 was not received from the landlord by the Tribunal. There was no MR3 from the tenant. The Tribunal is grateful for such information in the Forms with attachments as were provided by one or both of the parties.

Tenant

12 The tenants did not contest the form or content of the landlord's Notice but, did contest the new rent and felt it should be £1550 pcm. The tenants found the Property to be particularly humid and damp feeling inside. There were no landlord's white goods provided. The tenants referred to generalised ONS data on rents for residential properties in LB Havering which they said showed an average rent for a 2 bedroom flat to be £1541 pcm and the median from their comparables below falling in the range £1550 to £1600 pcm. They thought the rent for the Property should fall to £1550 pcm.

13 The tenants referred to comparable 2 bedroom flats to let locally including: 1. Somerset Gardens (150m away from the Property) to let at £1650pcm since dropped to £1550 pcm. 2. Avon Road (3 levels) 1950's block communal halls/ stairs, at £1600 pcm. 3. Clovelly Court 1930's block communal halls/ stairs, at £1550 pcm. 4. St, Mary's Lane 3 storey block communal halls/ stairs at £1600 pcm.

Landlord

14 The Tribunal did not receive the Form MR2 from the landlord or other representations.

Law

15 In accordance with the terms of S.14 of the Act we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; but assuming that the Property to be in a reasonable internal decorative condition.

Validity

16 The tenant did not question the validity of the landlord's notice.

Valuation

17 From the Tribunal's own general knowledge of market rent levels in the London Borough of Havering, for a Property of this type and location, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £1750 pcm, fully fitted and in good order. This is the rent we would expect the Property to let for in the open market, if it was in the same condition as comparable properties including landlord's white goods and floor coverings.

18 The Tribunal found the absence of landlord's white goods was significant to reduce the rent by £50 pcm as an end allowance. The Tribunal determines the new market rent at £1700 pcm.

Undue Hardship

19 At most, the start date for the new rent could be delayed by a Tribunal by up to 2 months, effective from the beginning of the next rent period following, if undue hardship were shown by the tenant. The Tribunal cannot reduce the market rent level itself. Allowance for hardship from this increase in the rent was not sought by the tenant in their application. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

20 The new rent of £1700 pcm is to be levied from the next rent date after the date of this decision, which will be 26 November 2026.

21 **Although the landlord is not obliged to charge this rent and may charge a significantly lower rent as a result of their own choice, policy, or governmental regulation; they may not charge more than this figure. Otherwise any further reduction in this figure on what is levied, is a matter between the parties, only.**

Chairman N Martindale FRICS Date 4 November 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).