	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/29UK/MRA/2026/0061
Property	1 Caling Croft, New Ash Green, Kent DA3 8PX
Tenant	Temre Ezimokhai and Souleman Ezimokhai
Tenant's Representative	
Landlord	Phillip Stephens
Landlord's Address	184 Parrock Street, Gravesend, Kent, DA12 1EN
Landlord's Representative	Margaret Lownie of Sealeys Walker Jarvis
Date of Application	05 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 Hetherton MRICS IRRV (Hons)
Date of Decision	09 November 2026
Rent Determined	£1,150 per calendar month
Date of Valuation	05 November 2026
Date the new rent takes effect	26 November 2026

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REASONS FOR THE DECISION

Background

1. On 19 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,150 in place of the existing rent of £1,050 per calendar month (pcm) to take effect from 24 August 2026.

2. On 05 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. The Tenant's referral was received by the Tribunal on the same date.

3. The assured shorthold tenancy commenced on 25 April 2014 for a term of six months. The rental period is monthly. Following the amendments introduced by the Renters' Reform Act 2025, the tenancy became a periodic assured tenancy with a monthly rent period (Housing Act 1988, s4A).

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

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

Allocation of Repairs between Landlord and Tenant.

5. 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.

6. No services are provided under the tenancy.

Liability for Council Tax

7. 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

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

Hearing

9. Neither party requested an oral hearing.

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

Inspection

11. There was no inspection. On 10 September 2026, the Tribunal determined that an inspection was not proportionate but allowed the parties time to submit additional photographs.

The Property

12. The Property is located in New Ash Green, Kent, and is a terraced house in a suburban location. The accommodation is as follows:

Property:	2 bedroom house. Kitchen Dining room Living room 1 Bathroom Conservatory
Outside:	Garden Garage for a single vehicle
Furniture:	Furniture not included
Furnishings and flooring:	Carpet in the bedrooms, landing, stairs and living room. Bathroom and kitchen sheet vinyl flooring. Conservatory with tiled flooring. One inbuilt wardrobe in one of the bedrooms.
Heating and thermal efficiency	Central Heating Double glazing

Improvements

13. The Tenant has not listed any improvements.

Evidence

14. 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

15. The tenant provided:

    a. Form 4A, covering letter, tenancy agreement images,

16. The Tenant made the following comments:

    a. They thought the open market rent should be £1,050.

    b. The property was not in prime condition due to ongoing maintenance issues, including mould, peeling paint and damage in the bathroom, an uneven bathroom floor, a crack in the ceiling following a leak, and concerns regarding the hot water supply and toilet flush.

    c. They further alleged that some repair works had been delayed pending an inspection and raised concerns about the handling of inspection arrangements in light of the disability of one of the Tenants.

    d. The Tenants considered that the proposed rent did not fairly reflect the condition of the property and maintained that their concerns regarding repairs and reasonable adjustments had not been adequately addressed.

17. In terms of rental evidence, the Tenant did not provide comparable properties

The Landlord

18. The landlord provided:

    a. A visit report, best price guide

19. The Landlord made the following comments:

    a. Property Visit Report dated 27 September 2025 assessed the property as being in fair condition and clean throughout. While the exterior and principal accommodation were generally satisfactory, the report identified a number of maintenance and decorative issues, including peeling paint and mould behind the bathroom sink, chips to the bath, rusting radiators, stained kitchen flooring, water-damaged kitchen units, worn carpets and marked walls. The report nevertheless concluded that the tenants were maintaining the property to a reasonable standard and did not record significant damp, mould or leak damage elsewhere within the dwelling

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

Property	Features	Evidence	Advertised Rent pcm	Treatment by the Tribunal
Subject property	2 bed 1 bath Terraced house Garage Garden		£1,050 £1,050 Tenant position £1,150 Landlord position	
a. Caling Croft, New Ash Green, Longfield	2 bedroom terraced house Mid terrace	Best Price Guide	£1,474	Right location Right property style Good comparable
b. Penenden, New Ash Green	2 bed 1 bath Terraced house Entrance hall Lounge open to the Kitchen Diner Bathroom Garden	Best Price Guide	£1,420	Right location Right property style Good comparable
c. Caling Croft, New Ash Green, Longfield	2 bed Garden Garage Off-road parking Short walk to New Ash Green Village Centre Close to the local primary school Surrounded by acres of green space and woodland	Best Price Guide	£1,350	Right location Right property style Good comparable

d. Bazes Shaw, New Ash Green	2 bed 1 bath maisonette	Landlord's agent's particulars	£1,300	Right location Wrong property style Limited comparable

Determination and Valuation

21. 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.

22. 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, had it been in good repair and condition, would be £1,200.

23. The Tribunal has made a downward adjustment of £50 pcm to reflect the property's fair condition as recorded in the Property Visit Report dated 27 September 2025

24. The full valuation is shown below:

Starting Rent		£1,200pcm
Less		
a)	Items given in 23 above	£50pcm
	Subtotal	£50pcm
Market rent for the Property		£1,150 pcm

Undue hardship

25. 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.

26. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because:

    a. A rent increase would increase the Tenant's level of debt.

27. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence to support their submissions.

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

Decision

29. The Tribunal determines the new rent amount at £1,150 per calendar month with effect from 26 November 2026.

Name: Tribunal Judge Bowden Date: 09 November 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.