	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**HAV/29UM/MNR/2026/0061**
Property	**22 Stanley Avenue** **Queenborough** **Kent** **ME11 5DT**
Tenant	**Ms Colette Haseldine**
Tenant's Representative	**None**
Landlord	**LJF Property Investment Co Ltd**
Landlord's Address	**Mulberry House** **Westcliffe Drive** **Minster** **Sheerness ME12 2LR**
Landlord's Representative	**Mr S Bancroft - Solicitor**
Date of Application	**6th March 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**I R Perry FRICS** **N I Robinson FRICS**
Date of Decision	**5th November 2026**
Rent Determined	**£1,066.15 every 4 weeks**
Date of Valuation	**9th March 2026**
Date the new rent takes effect	**9th March 2026**

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REASONS FOR THE DECISION

Background

1. On 5th February 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £865.32 every 4 weeks in place of the existing rent of £646.15 every 4 weeks to take effect from 9th March 2026.

2. On 6th March 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 original tenancy commenced on 4th January 2013. The rental period is every 4 weeks.

4. The Tribunal issued Directions on 18th August 2026.

Allocation of Repairs between Landlord and Tenant.

5. As per 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.

6. None.

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. None.

Reasons

9. These reasons address the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing.

However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

Hearing

10. The Tenant requested that the Tribunal hold a hearing. A hearing was held on 5th November 2026 at 11.45 am by video platform.

11. The Tenant did not attend the Hearing. The Tribunal is satisfied that all correspondence has been sent to either the Tenant's postal address or email address. The Tenant had not contacted the Tribunal on the day of the Hearing.

12. With due regard to the Tribunal's overriding objective to deal with cases fairly and justly, to all parties, the Tribunal determined that it would proceed with the Hearing and reach a decision based on an oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

13. The Property is an end-terraced house with accommodation including a living room, dining room, kitchen and bathroom with WC all on the ground floor. At first floor level there are 3 bedrooms.

14. Outside there are gardens to front and rear, but no off-street parking. There is an alleyway to the side of the property providing access to the rear of several properties.

15. The Property has gas-fired central heating and double-glazed windows. The Landlord provided the carpets but not curtains, and a cooker.

Evidence

16. The parties completed the relevant Rents 1 (tenant), Rents 1A (landlord) and supporting documents and photographs.

17. Unfortunately, the Parties do not have an easy relationship. The Landlord or its' agents have been denied access to the Property.

The Tenant

18. The Tenant made the following comments:

a) The Property has been without a gas safety certificate for 3.5 years, but the Landlord attempted to have an inspection made in January 2026. The Tenant stated at one point that she had obtained a gas safety certificate herself.

b) She has carried out various repairs to the Property including to a fence at the rear, floorboards in the living room, and states that the property is poorly insulated. She states that these and other repair works have cost her nearly £10,000 but elsewhere states that the cost was £7,000.

19. The Tenant did not provide comparable rental evidence but suggests that the rent should be £650 to £700 per calendar month ("pcm") on the basis that dilapidation lowers the market rent.

The Landlord

20. The Landlord made the following comments:

a) The condition of the Property is unknown as the Tenant has refused the Landlord access. The Tribunal was provided with photographs taken in 2022 which show the Property to be excessively full of belongings/ chattels and the rear garden full of rubbish.

b) The Landlord has applied to court for permission to access the Property for gas safety and electrical reports as required by statute.

c) The Landlord has provided statistics relating to Local Authority Housing Allowance Rates for the area.

d) The Energy Performance Rating for the Property is 'D'.

e) An Electrical Installation Condition Report states that the system is Unsatisfactory, and lists works that should be undertaken.

f) Neighbours either side of the Property have complained about the rubbish that is left at the rear of the house, leading to rat and mice infestation.

g) The Property was originally let in reasonable condition, but the photographs from 2022 show that the property overfull of Tenant's belongings such that a reasonable view of its condition could not be made.

21. The Landlord provided details of 6 comparables houses listed with asking rents £950 to £1,400 per calendar month.

Determination and Valuation

22. 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.

23. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,350 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 including having carpets, curtains and white goods provided by the landlord.

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

    a) Lack of parking.
    b) Ground floor bathroom.
    c) Tenants provision of some white goods.
    d) Tenants provision of curtains.
    e) Dated kitchen fittings.
    f) Dated bathroom fittings.

    The full valuation is shown below:

Starting Rent		£1,350 pcm
Less		
a)	Items given under a) above	£50
b)	Items given under b) above	£50
c)	Items given under c) above	£20
d)	Items given under a) above	£15
e)	Items given under b) above	£35

f)	Items given under c) above	£25	£ 195 pcm

Open-Market Rent £1,155 pcm

This equates to £1,066.15 every 4 weeks.

Undue hardship

25. The new rent takes effect from the date specified in the Notice unless this 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 the date of the decision.

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 she receives Universal Credit and her outgoings exceed her income, and that she was in dispute with Department of Work & Pensions. However, she expected to launch a new business in the summer of 2026 with turnover of £300,000 per annum.

27. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence to support her submissions. On the basis of the evidence provided, the Tribunal considers that for the increase to take effect from the date specified in the Notice would not cause undue hardship and does not fix a later starting date.

28. The Tribunal determines the new rent amount at £1,066.15 every 4 weeks takes effect from 9th March 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 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.