FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	:	**HS/LON/00BJ/MNR/2025/0647**
Property	:	**Flat 408, Anchor House, Smugglers Way, London, SW18 1EN**
Tenant	:	**Juliana Silva Rezende Da Veiga**
Landlord	:	**Rachelle Thomas**
Date of application	:	**19 December 2024**
Type of application	:	**Application for determination of market rent following a Notice of Increase served pursuant to Section 13 of the Housing Act 1988.**
Tribunal member(s)	:	**Mr O Dowty MRICS** **Mr J Francis QPM**
Venue	:	**10 Alfred Place, London, WC1E 7LR**
Date of decision	:	**30 May 2025**
Date of reasons	:	**18 July 2025**

REASONS FOR DECISION

Background

1. The tenant lives in the property under a monthly, periodic assured tenancy. The landlord served on the tenant a Notice of Increase, dated **30 November 2024,** proposing to increase the rent at the property from **£2,250** per month to **£2,650** per month with effect from **1 January 2025.**

2. On **19 December 2024** the Tribunal received an application from the tenant, dated that day, referring the landlord's Notice of Increase to the tribunal, challenging the increase and seeking a determination of the market rent.

3. The Tribunal issued directions on **6 March 2025**. The Tribunal's directions invited the parties to provide a reply form and make any other submissions they wished to make. Both parties provided a reply form accompanied by further submissions.

4. The tenant indicated, in their reply form, that they wished the Tribunal to inspect the property and hold a hearing. Accordingly, we arranged a hearing in this matter on 30 May 2025, to be followed by an inspection later that day.

The inspection

5. The property is a two bed flat located on the 5th floor of a modern, lifted, development on Smugglers Way in Wandsworth – close to Wandsworth Roundabout. The property has a bathroom and a separate en-suite and a balcony which has a view of the River Thames, though it is set back from the river overlooking a square within the development which offers communal garden space. There is a concierge provided within the development, and a car park which occupiers can use (though there is a separate fee of £200 per month chargeable to do so, we understand).

6. Most features of the property are in a good condition, however there is a mould problem around the windows which is the subject of some disagreement between the parties. It is common ground between the parties that it is caused by condensation, and this is consistent with what we saw on inspection.

7. The property does not offer gas central heating – instead, heat is provided by electric radiators; and in the living room by a bioethanol-fuelled fireplace instead. It is double glazed, though there are issues with the closing mechanisms (even after the landlord has apparently carried out some repairs already since the proposed rental increase date). The property has a modern, fitted kitchen and modern bathroom.

8. We observe as it becomes relevant later in these reasons that we find as a fact from our own inspection that the property, at the date of inspection at least, was not over-furnished nor that the tenant has stored unusually high numbers of belongings there.

The hearing

9. We held a face to face hearing in this matter on 30 May 2025 at 10 Alfred Place, London, WC1E 7LR. That hearing was attended by the tenant and her representative Ms Reshma Shaik who works for a charity, Cambridge House, in its safer renting team.

10. The landlord did not attend the hearing, having indicated in writing that they would not do so due to financial and health related issues. Instead, they provided submissions in writing which we considered. It therefore came as little surprise when they did not attend the hearing.

11. We considered that the parties had been provided sufficient notice of the hearing date and that it was in the interests of justice for us to proceed with the hearing in the landlord's absence, and we therefore did so.

The law

12. The way in which the Tribunal is to determine a market rent in this circumstance is set out in Section 14 of the Housing Act 1988. That section is too lengthy to quote in its entirety in these reasons. In brief, the tribunal is to determine the rent at which the property might reasonably be expected to let in the open market, on the proposed rental increase date, by a willing landlord under an assured tenancy, subject to disregards in relation to the nature of the tenancy (i.e. it being granted to a "sitting tenant") and any increase or reduction in the value due to the tenant's carrying out improvements which they were not obliged to carry out by the lease or their failure to comply with the terms of the tenancy.

Discussion

13. Both parties provided a number of submissions which we both read and heard orally at the hearing – however, as is not unusual, a lot of them had little relevance to the matter at hand. These reasons cannot be a verbatim record of proceedings in any event, but certainly it is disproportionate and in fact unhelpful for us to dwell at too much length on irrelevant submissions, and accordingly we have sought not to do so.

14. The Tribunal's role is simply to determine the market rental value of the property in accordance with Sections 13 and 14 of The Housing Act 1988 (The Act); not to blame one party or another for things they may or may not have done wrong (save where it is relevant to that exercise).

15. In particular, the Tribunal is to arrive, subject to a handful of assumptions and disregards in Section 14 of The Act, at the value of the property in the condition which it was in on the proposed date of increase in a letting on similar terms to the actual subject tenancy between a hypothetical landlord and a hypothetical tenant. Accordingly, the only submissions which are of any relevance are ones that might affect that valuation. Things like the tenant's complaints that the landlord hasn't collected their post (as was complained of at the hearing), and the landlord's averring that repairs have now been carried out or are planned, are simply not relevant to the matter at hand. Similarly, things like the tenant's concerns regarding the safety of the living room fireplace given her children live at the property are only relevant to the extent that they would affect the bid of potential tenants generally in the market.

16. However, one of the disregards referred to in Section 14 of The Act is that we are to disregard the impact of any disrepair or defect that is the consequence of the tenant breaching the terms of the lease. The landlord did not raise this explicitly, however it is a relevant consideration in relation to the argument between the parties about the cause of the mould at the property around the windows.

17. Whilst it is relevant to consider, we do not think that the mould is the consequence of the tenant's breaching a term of the lease. Firstly, the landlord avers - essentially - that the report they provided in evidence from Trace Surveys lays the blame at the tenant's door, by referring to occupancy levels, ventilation requirements and the presence of what the landlord describes as "excess unauthorized [sic] furniture". That is in any case a very partial reading of the report and its findings, which also makes clear reference to the property offering limited ventilation, inadequate ventilation of the en-suite, curtains restricting the airflow (which it is uncontested are the landlord's other than in one of the bedrooms) and defective mechanical extractors. In addition, the landlord elsewhere in their written submissions noted that similar issues have been reported elsewhere in the subject building.

18. Even ignoring that, it was the tenant's case that almost all of the furniture in the property was the landlord's (and the landlord's case that they had let the flat furnished) and certainly from our inspection we do not recognise the categorisation of the flat as being cluttered with excess belongings or furniture, and nor does it appear to be so from the photos provided in the mould report itself. As regards the occupancy levels of the property, the subject property is a 2 bed flat occupied by a couple, their two (young) children and a small dog. That is hardly an unacceptably high occupation level – and even if it was, there has been no suggestion that it is a breach of the terms of the tenancy.

19. This is in truth a slightly unusual point for the landlord to raise anyway given there is no suggestion the tenants have concealed the number of people living there. It would certainly seem odd were the landlord

submitting that they had let premises which weren't suitable for the number of people they knew would occupy it.

20. Accordingly, we considered that the mould was not caused by the tenant's breaching the terms of the tenancy – and accordingly it is not to be disregarded.

21. Another disregard that might have been relevant is that we must disregard the impact of improvements carried out by the tenant. This extended, we were told, to the tenant having provided a microwave and curtains for the bedroom (in replacement of allegedly sub-standard originals), and painted the property before the start of the tenancy. The microwave and bedroom curtains are minor things which would not noticeably affect the rental bid of a prospective tenant in any event. As regards the painting, we note that the landlord says this was part of an arrangement which the parties entered into at the start of the tenancy, but even ignoring that we consider that this was not an improvement but a repair. The legislation is such that we are to disregard the tenant's carrying out the former but not the latter; which is not to say that the tenant might not have a remedy in law for carrying out repairs they were not liable to carry out, but that remedy would lie (if it existed) at the County Court and not here.

22. As regards disrepairs that were present at the proposed rental increase date, the tenant advanced the mould at the property's windows (as discussed above), issues with the window closing mechanisms, "functionality issues" with the hot water at the property (in that, it would seem, only 40 minutes hot water was available at one time) and problems with the front door concerning its lock and seals. The tenant also referenced things like the radiator in one of the bedrooms not working (heating being provided predominantly by electric radiators). The landlord's submissions did not dispute any of that, but instead spoke to those issues either having now been fixed (or soon to be fixed); however, that is not relevant to the condition of the property at the proposed date of increase – which is all we are concerned with in this determination.

Valuation

23. The tenant referred to the asking rents of 3 properties - ranging from £2,125 to £2,200 per calendar month (pcm) - taken from what would appear to be Rightmove adverts. Asking rents carry very little weight as evidence in any case, and we were provided with little detail concerning them. One of the asking rents was from Smugglers Way itself, however even from what little detail was provided we considered it was not a good comparable as the 'living room' space appeared significantly more cramped than the subject's and was oddly shaped.

24. The landlord provided two 'valuations' from Chestertons and Martin & Co (at £2,700pcm for a long term letting and £2,550pcm respectively – already a variation of over 5% for a straightforward 2 bed flat in an

area with an active rental market), however they were not valuations in the sense that they were proper opinions of market rent from qualified RICS Registered Valuers (or similar) acting as expert witnesses, with supporting reports outlining the evidence used and how it supported the valuation arrived at. Instead, they were brief letters from local letting agents concerning the potential marketing of the property. This sort of evidence again holds very little weight. The landlord also averred that Zoopla had valued the property at £2,700pcm. The landlord could not evidence this, but we would have placed no weight upon it in any event.

25. The landlord also provided 2 asking rents from the subject development, advertised at £2,700 and £3,000pcm respectively. However, the details concerning those asking rents were extremely limited; and in any case, as we have observed above, asking rents carry very little weight in any case.

26. The landlord also referred to ONS data to support the rental increase – which they submitted should be taken as "authoritative" given it was Government data. However, ONS data and indeed any index can only provide a general picture of market trends; of which, it must be said, we are already well aware as an expert Tribunal.

27. As regards the specific valuation itself, we are reluctant to say that indexation using ONS figures (in particular) might never play a role in a rental valuation exercise, particularly concerning unusual properties or ones located in (usually rural) areas where there is a very limited rental market - but that is not the case here, and we find as a fact that there is an active transactional market for similar properties to the subject in the area. There is therefore no need to rely upon indexation as a means of establishing a market rental value; as it can be discerned directly from actual values in the market. We therefore applied very little weight to the ONS data provided.

28. Having considered the evidence of value provided by the parties, we considered that it was of limited assistance to us in valuing the property.

29. Accordingly, we considered the value of the property in line with the evidence and submissions of the parties and our own expert knowledge of general rental levels in the area.

30. We considered that the property might be expected to fetch a rent of around £2,650pcm were it let on the market, in a good condition, on similar terms to those of the subject tenancy - including the furniture provided by the landlord.

31. That value also reflects the concierge service provided, and the other communal features of the property. For the avoidance of doubt, it also reflects the car parking arrangement at the property – and specifically

that it is available at an additional charge to the tenant, though only on the basis that they are occupiers of the subject property.

32. From that figure we deducted 10% to account for the mould and other defects at the property as at the date of the proposed rental increase on 1 January 2025 (outlined above in the inspection section and paragraph 22 of these reasons) .

33. Accordingly, we arrived at a value of £2,385pcm – as shown in the valuation below:

Market Rent	£2,650	pcm
LESS 10% Mould and other disrepairs	-£265	
Total	**£2,385**	**pcm**

Effective Date

34. As set out in Section 14(7) of the Housing Act 1988, the effective date of a Tribunal determination under that section is the rent increase date that was provided in the landlord's Notice of Increase – unless it appears to the Tribunal that this would cause the tenant undue hardship. In those circumstances, the Tribunal may adopt a later effective date for its determination, being not later than the date on which the determination is made.

35. The tenant did not raise any issue concerning hardship and accordingly we determined that the rent should take effect from the date proposed in the landlord's notice of increase, 1 January 2025.

Decision

36. Pursuant to the considerations above, we determined a rent of **£2,385 per calendar month** in this matter, such rent to take effect from **1 January 2025.**

Valuer Chairman: Mr Oliver Dowty MRICS
Dated: 18 July 2025

ANNEX - 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 a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the Regional Office which has been dealing with the case. The application should be made on Form RP PTA available at https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber

The application for permission to appeal must arrive at the Regional Office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

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. **Please note that if you are seeking permission to appeal against a decision made by the Tribunal under the Rent Act 1977, the Housing Act 1988 or the Local Government and Housing Act 1989, this can only be on a point of law.**

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