



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference : **LON/00AZ/MNR/2025/0633**

Property : **22 Dorville Road, Lee, London SE12 8EB**

Landlord : **Mr Graeme Lane**

Tenants : **Ms Chinonyerem Angela Chidi Achor & Mr Chidi Obinna Achor**

Type of application : **Market rent determination in accordance with section 14 of the Housing Act 1988**

Tribunal members : **Judge M Jones
Ms J Rodericks MRICS, IRRV,
FNARA**

Date of decision : **21 July 2025**

Date of Reasons : **21 July 2025**

REASONS FOR DECISION

Decision of the tribunal

The First-tier Tribunal (Property Chamber) (“**FTT**”) determines the rent to be **£1,350.00 per calendar month**, with effect from **14 December 2024**.

Background

1. On 13 December 2024 the Tenants applied to the FTT referring a notice proposing a new rent under the assured periodic tenancy of the Property.
2. The notice, which was served under section 13(2) of the Housing Act 1988 (“**the Act**”) was dated 23 October 2024 and proposed a rent of £1,800 per calendar month with effect from 14 December 2024.
3. The tenancy commenced on 14 August 2022, at a monthly rent of £1350, albeit that the tenants had occupied the Property since August 2021 pursuant to an earlier tenancy agreement. The Tenants remained in occupation as statutory periodic tenants following expiry of the two-year contractual term of the tenancy. The current rent payable is £1,350.00 per calendar month.
4. Albeit that the landlord’s agents initially requested a hearing and an inspection, the tenants did not. The tribunal understands that the tenants in fact vacated the Property at some point on or around 1 April 2025; thereafter they were sent a withdrawal form for completion if they wished to withdraw the application, which they returned, signed on 09 May 2025.
5. By a succession of emails sent on and around 08 May 2025 it transpired that the landlord’s former agent Howard Young Residential was no longer instructed in relation to the matter, and Mr Graeme Lane, the landlord, indicated that he wished the matter to proceed to a determination, as confirmed by submission of Form Order 1 dated 20 May 2025. As later confirmed in an email dated 11 June 2025, his purpose was to seek the increased rent for the 3.5-month period between the effective date of the Notice of Increase, and the tenants’ vacation of the Property.
6. Both parties sent written representations to the FTT regarding the application.
7. In the event, the Tribunal did not inspect the Property, considering it unnecessary to do so at this remove, and determined the matter on the papers, on the basis of the parties’ written submissions, augmented by a series of photographs and two video clips provided by the tenants.

The Property

8. The Property is described as a split level flat (maisonette) with its own ground floor entrance, living room, kitchen 2 bedrooms and bathroom. There is a private garden.
9. As stated above, it was let on an assured shorthold tenancy for a term of 24 months from 14 August 2022, at a rent of £1,350 per calendar month.
10. The tenants have provided details of a history of maintenance issues, and it is not entirely clear if and/or how well these issues have been resolved.
11. Damp issues in the bathroom from leaking pipes were resolved sometime in December 2024. There is reference to the need for an extractor fan to be installed which may have also been resolved at the same time, but the evidence is unclear.
12. A broken washing machine in the Property was replaced by the tenants at their own cost.
13. The kitchen suffered from persistent water leaks from outside, which on investigation proved to have led to extensive leaking underneath the kitchen floor, affecting the woodwork.
14. The Property suffered from internal mould generally, but particularly in the bedrooms, and particularly during the winter months.
15. We have been provided with email correspondence which suggests that a persisting cockroach infestation inside the old hot water cylinder which was not removed when a new combi system was installed. was still present in November 2024.
16. The tenants' two videos are, we find, of but limited assistance in establishing what the condition of the Property was at the time each was filmed.
17. As stated, we have not been able to carry out an inspection; the tenants are no longer residing in the Property, and there is no information as to whether or how it may have been subject to repairs, maintenance or improvements following the tenants' vacation of it.
18. With respect to him, the Landlord's written submissions by way of an email dated 11 June 2025 were of limited assistance, being by way of a chronology of various developments, but containing nothing relating to

the condition of the Property, or any programme of repairs and maintenance.

The Law

19. In accordance with the terms of section 14 of the Act, the FTT is required to determine the rent at which it considers 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. The FTT is also required to take into account (a) the condition of the Property, save to the extent that any disrepair is due to the Tenant's failure to comply with any terms of the tenancy and (b) the terms of the tenancy.

Valuation

20. The starting point is to determine the rent which the Landlord could reasonably be expected to obtain for the Property in the open market in the condition considered usual for a modern letting ("***the initial valuation***").
21. When calculating the initial valuation, the FTT noted a paucity of comparable evidence provided by the Tenants and the Landlord, so sought comparable evidence itself.
22. In terms of comparable evidence, the most relevant the Tribunal has found is that of a letting of a two-bedroom maisonette in Dorville Road in July 2025. The two blocks appear externally to be identical. Internally this property is in very good condition based upon the photographs which show a modern kitchen and what is described as a recently refurbished bathroom. There is new wood flooring, and the decoration is in good order. There is a private garden. This property is understood to have been let for £1,750 pcm.
23. Other two-bedroom maisonettes in the vicinity are available for let at around £1,900 pcm but these do appear to be larger properties and are again in good condition.
24. Having considered the comparable evidence together with its own general knowledge of market rental levels for comparable properties in the vicinity of the Property, the FTT arrived at an initial valuation of £1,750 per calendar month.
25. The Tribunal then considered whether adjustments needed to be made to this initial valuation to take into account (a) the actual condition of the Property and (b) the differences (if any) between the terms of this letting and the terms of a standard assured shorthold tenancy.

26. The Property must be valued on the basis that a tenant would seek a reduction from such asking rent to reflect the defects that, we find, affected the condition of the Property at the time in issue. This reduction is measured in percentage terms, to reflect the percentage reduction that would be needed to let the Property as the date specified in the landlord's notice.
27. Based on the Tribunal's knowledge and experience of such matters, we conclude a hypothetical tenant would seek a reduction of between 20-25% of the market value to take account of these matters.
28. This produces a range of between £1,312.50 and £1,400 pcm. In the absence of firm, conclusive evidence as to the resolution or otherwise of the damp issues, vermin and other matters complained of, against evidence that at least some works were carried out in and around December 2024, the Tribunal considers it appropriate to take an approximate mid-point within that range, leading to a valuation of £1,350 pcm.

Conclusion

29. Accordingly, the Market Rent for the Property, determined by the FTT for the purposes of section 14 of the Housing Act 1988, is **£1,350.00 per calendar month**.
30. The Tribunal then considered the question of the starting date for the new rent specified in the Landlord's Notice from the point of view of hardship to the tenant, in accordance with s.14(7) of the Act. In consequence of the fact that the Tribunal's decision has the effect of making no difference whatsoever to the contractual rent, we see no reason to direct that any later starting date should apply.

Name: Judge M Jones

Date: 21 July 2025

ANNEX - RIGHTS OF APPEAL

- The Tribunal is required to set out rights of appeal against its decisions by virtue of the rule 36 (2)(c) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and these are set out below.
- If a party wishes to appeal against 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 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.