



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

Case Reference : **LON/00AY/MNR/2025/0627**

Property : **49 Edithna Street, London SW9
9JR**

Tenant : **Mr David Copas**

Landlord : **Bankway Properties Limited**

Date of Objection : **7 December 2024**

Type of Application : **Determination of a Market Rent
Sections 13 & 14 of the Housing
Act 1988**

Tribunal : **Mrs S Phillips MRICS Valuer
Chair
Mr J Francis**

Date of Reasons : **[29 July] 2025**

DECISION AND REASONS

**The Tribunal determines a rent of £189.00 per week with effect
from 20 January 2025.**

REASONS

Background

1. By an application dated **7 December 2024**, Mr David Copas, the tenant of 49 Edithna Street, London SW9 9JR (the subject property) referred to the First-tier Tribunal (the Tribunal) a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988 (the 1988 Act).
2. The Landlord, Bankway Properties Limited, served a notice proposing an increase in the rent. The notice proposed an increase in the rent from **£166.00** per week to **£190.38** per week. The notice was dated **28 November 2024** and proposed a starting date for the new rent of **20 January 2025**.
3. The Tribunal issued Directions on **6 March 2025** instructing the parties to provide all relevant information and submissions upon which they wished to rely in this appeal.
4. Following receipt of the reply form from the Tenant, a request for an inspection of the property was made and took place on **30 June 2025** (see below).

The Law

5. In accordance with the terms of section 14 of the 1988 Act, the Tribunal proceeded to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
6. In so doing the Tribunal, as required by section 14(2), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in sections 14(2) and (3) and any reduction in the value caused by a failure by the tenant to comply with any terms of the tenancy. Section 14 is reproduced at the end of these reasons.

Inspection

7. The Tribunal inspected the property on 30 June 2025 in the presence of the Tenant. The property is a two-bedroom terraced house.
8. There is no central heating in the property. The front entrance is a wooden single glazed door in poor condition. The hallway has wooden flooring with high ceilings.

9. There is a living room off the hallway which contains an electric fire which has been replaced by the tenant. The flooring is wooden, and the room has a large bay window. The glazing is wooden framed and single pane glass.
10. The second living area in the property is not utilised by the tenant due to the damp that is present within the room. Due to external gutter failings, water runs down the external wall of the property and enters the property. There is a large wooden framed sash window with single glazing. An open fire place is present.
11. The side rear door of the property is wooden and in very bad condition with a big failing in the door at the bottom. The wood is rotten and falling away. The door frame is warped and difficult to open and close the door.
12. Within the dining area of the property, the tenant installed a gas fire. There is a wooden framed single glazed sash window. In the corner of the room there is evidence of cracking and paper lifting, possibly caused by damp. The flooring is wooden.
13. The tenant installed the current cupboards and white goods that are present in the kitchen. There is another back door to the property which is wooden and rotting. The window is wooden framed and single glazing. The wooden frame is rotten and failing. There is a leak in the ceiling that is still occurring and appears to be because of loose tiles and pointing failure to the external of the building.
14. The wooden stairs lead up to the first floor where there is a bathroom. The Tenant installed the tiles, mixer tap and shower. There are clear signs of water ingress and damp with cracking in the corners of the room and evidence of black mould.
15. There is a small storage area on the first floor where the tenant's white goods are stored.
16. The second bedroom has signs of water ingress with the ceiling clearly failing in the centre of the room as there was a large hole. This appears to be because of the lead flashings failing and evidence of slipped tiles as they are in the guttering.
17. The main bedroom is a good size with a sash wooden framed single glazed window. There is wooden flooring throughout.

The evidence

Tenant's Submissions

18. The Tenant provided a significant number of written submissions with their Reply Form. These included:

- a. Submissions related to several of the windows at the property being rotten and failing.
- b. Second bedroom and second living area being inhabitable due to water ingress leading to damp and mould issues in both rooms.
- c. Large hole in the ceiling being present in the second bedroom.
- d. Leaking roof.
- e. Inadequate draft proofing and water pipe lagging.
- f. Poor condition of all external door at the property.
- g. No carpets or floor coverings being provided by the landlord.
- h. No white goods being provided by the landlord.
- i. Details of work that the tenant has undertaken at the property.

Landlords' Submissions

19. The Landlord did not provide any evidence or submissions to the tribunal.

Determination and Valuation

20. The Tribunal initially needs to determine what rent the Landlord could reasonably be expected to obtain for the property in the open market if it were let today in the condition that is considered usual for such an open market letting. In doing this, the Tribunal will consider the rental value of the property but must not consider the personal circumstances of the Tenant, as that is not a factor envisaged by the Act.

21. No comparable information was provided by either party. Having consideration of our own expert, general knowledge of rental values in the area, we consider that the open market rent for the property in good tenable condition would be in the region of £630 per week for the subject property as of November 2024 (the time that the Notice of Intention was issued by the Landlord).

22. Next, the Tribunal considered if there were any elements in the subject property that needed to be considered and reflected via adjustments to the market rent. From this level of rent we have made adjustments in relation to several areas including no double glazing, no central heating, lack of white goods being provided as well as no floor coverings or curtains.

23. The full valuation is shown below:

	Per week £630
Market Rent	
<i>Less</i>	
No white goods) 5%
No curtains) 5%
Mould & damp issues) 15%

No double glazing) 10%
No central heating) 10%
Kitchen installed by tenant) 10%
Poor condition of all external doors) 10%
General poor condition of property) 5%

£441.00

£189.00

Hardship

24. Under section 14(7) of the 1988 Act, the Tribunal has a discretion to fix the starting date for the new rent from any point in time between the date set out in the notice of increase to the date that the rent is determined, if it appears to the Tribunal that the increase in rent would cause undue hardship to the tenant.

25. There were no submissions or evidence provided to the Tribunal substantiating a claim for hardship.

Decision

26. The Tribunal determine that the market rent for the subject property is **£189.00** per week. This is effective from **20 January 2025** being the date specified on the Landlord's notice.

Chairman: Mrs S Phillips MRICS

Date: [29 July] 2025

APPEAL PROVISIONS

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber). Any such application must be made within 28 days of this decision (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013. Any appeal in respect of the Housing Act 1988 should be on a point of law.

ANNEXE

Housing Act 1988

14.— Determination of rent by tribunal.

(1) Where, under subsection (4)(a) of section 13 above, a tenant refers to the appropriate tribunal a notice under subsection (2) of that section, the appropriate tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the appropriate tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy—

- (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;
- (b) which begins at the beginning of the new period specified in the notice;
- (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and
- (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.

(2) In making a determination under this section, there shall be disregarded—

- (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;
- (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement—
 - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
 - (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and
- (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.

(3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates or the following conditions are satisfied, namely—

- (a) that it was carried out not more than twenty-one years before the date of service of the notice; and
- (b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and
- (c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.

(3A) In making a determination under this section in any case where under Part I of the Local Government Finance Act 1992 the landlord or a superior landlord is liable

to pay council tax in respect of a hereditament (“the relevant hereditament”) of which the dwelling-house forms part, the [appropriate tribunal] 5 shall have regard to the amount of council tax which, as at the date on which the notice under section 13(2) above was served, was set by the billing authority—

(a) for the financial year in which that notice was served, and

(b) for the category of dwellings within which the relevant hereditament fell on that date,

but any discount or other reduction affecting the amount of council tax payable shall be disregarded.

(3B) In subsection (3A) above—

(a) “*hereditament*” means a dwelling within the meaning of Part I of the Local Government Finance Act 1992,

(b) “*billing authority*” has the same meaning as in that Part of that Act, and

(c) “*category of dwellings*” has the same meaning as in section 30(1) and (2) of that Act.

(4) In this section “*rent*” does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture [, in respect of council tax] 6 or for any of the matters referred to in subsection (1)(a) of that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements.

(5) Where any rates in respect of the dwelling-house concerned are borne by the landlord or a superior landlord, the [appropriate tribunal] 7 shall make their determination under this section as if the rates were not so borne.

(6) In any case where—

(a) the appropriate tribunal have before them at the same time the reference of a notice under section 6(2) above relating to a tenancy (in this subsection referred to as “the section 6 reference”) and the reference of a notice under section 13(2) above relating to the same tenancy (in this subsection referred to as “the section 13 reference”), and

(b) the date specified in the notice under section 6(2) above is not later than the first day of the new period specified in the notice under section 13(2) above, and

(c) the appropriate tribunal propose to hear the two references together, the appropriate tribunal shall make a determination in relation to the section 6 reference before making their determination in relation to the section 13 reference and, accordingly, in such a case the reference in subsection (1)(c) above to the terms of the tenancy to which the notice relates shall be construed as a reference to those terms as varied by virtue of the determination made in relation to the section 6 reference.

(7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal (subject, in a case where subsection (5) above applies, to the addition of the appropriate amount in respect of rates) shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the committee may direct.

(8) Nothing in this section requires the appropriate tribunal to continue with their determination of a rent for a dwelling-house if the landlord and tenant give notice in writing that they no longer require such a determination or if the tenancy has come to an end.

(9) This section shall apply in relation to an assured shorthold tenancy as if in subsection (1) the reference to an assured tenancy were a reference to an assured shorthold tenancy.

