



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

Case Reference : **ME/LON/AH/MNR/2025/0708**

Hearing Type : **By way of paper submissions**

Property : **25 Hathaway Road, Croydon, CR0 2TQ**

Applicant : **Katarzyna Konsek (Tenant)**

Representative : **In person**

Respondent : **Mr Hetal Patel (Landlord)**

Representative : **In person**

Date of Objection : **24 February 2025**

Type of Application : **Referral in Respect of Market Rent Under Section 13 of the Housing Act 1988**

Tribunal Members : **J. A. Naylor FRICS
Valuer Chairman**

Mr C.Piarroux JP Lay Member

Date of Hearing : **N/A**

Date of Inspection : **1 August 2025**

Date of Full Reasons : **4 August 2025**

**STATEMENT OF FULL REASONS ON AN APPLICATION FOR
DETERMINATION OF A MARKET RENT UNDER S. 13 AND 14 OF THE
HOUSING ACT 1988.**

DECISION

1. The Tribunal determines that the market rental value of the property should be set at a figure of **£1,700 per calendar month** effective from **29 January 2025**.

REASONS

Background

2. On **29 January 2025** the landlord served a Notice under **Section 13(2) of the Housing Act 1988** proposing an increase in the rent of the above property from the passing rent of **£1,650** per calendar month to **£2,500** per calendar month.
3. On **24 February 2025** the tenant made an application to the Tribunal for the determination of a market rent.
4. The original tenancy was believed to have begun **1 May 2018**.
5. The tenant occupies the property by way of an Assured Periodic Tenancy.
6. By way of a letter dated **8 May 2025**, the Tribunal issued directions. These required the landlord to provide details of evidence on which they wished to rely by way of reply **by 29 May 2025**. The tenant was directed to do the same by **12 June 2025** and the landlord was given until **19 June 2025** for his response thereto.
7. Both parties took the opportunity to make submissions.
8. In consideration of the Market rental value of the subject property, the Tribunal has taken into consideration all documentation before it, including letters and any reply forms returned by the parties.
9. Within the tenant's application form, the tenant states that the property is in disrepair and that it is not wear and tear. They confirm that the property is a six roomed mid-terraced house with two reception rooms, three bedrooms and a box room and garden. They advise that they have replaced the flooring in **2018** and have painted and repaired the property. They say that the quality and standard of repair is poor and provide photographic evidence to illustrate this.
10. In the tenant's Reply form, they state that they would like an inspection but do not want a hearing. Details of the accommodation is provided without room sizes and

refers to defects and disrepairs within the property, including defects to areas of ceiling and floor, evidence of leaks that have taken place and defective carpeting and other flooring. They confirm that the property has central heating but say that it does not have double glazing, a garage or parking space. They point to the fact that the garden is in poor condition and fencing is falling apart.

11. Photographic evidence is provided to support these contentions.
12. By way of email dated **3rd July 2025** the landlord states that the property was in good condition when it was initially let to the existing tenant, and they refer to an inventory relating thereto.
13. The landlord does not return a Reply form.
14. On **1 August 2025**, on the basis of paper submissions and without a hearing, the Tribunal determined the Market rent of the above property **at £1,700** per calendar month.

Hearing

15. There was no hearing for this case.

Undue Hardship

16. On the issue of undue hardship, Ms Konsek, the tenant, makes no direct representation on hardship. However, we were able to determine the tenant's financial standing to some degree from general information provided.
17. Within the completed defence form, the tenant states that she is a full-time undergraduate with three children. She confirms that she claims Universal Credits, has no property or savings. No evidence to corroborate these assertions was provided however.
18. Following the Tribunal's findings, however, that the rent should increase should be limited to **£1,700** per calendar month. to reflect the property's condition, we do not believe that increasing the rent from the date of the landlord's **notice (29 January 2025)** would create undue hardship and determine, therefore, that in the circumstances of this case, the rent should increase from the date in the landlord's notice.

Inspection

19. The Tribunal attended the property to undertake an inspection on **1 August 2025**.
20. It was apparent that the property was originally constructed as a single residential dwelling arranged as a mid-terraced house.
21. The accommodation comprises:
Ground floor – two reception rooms, kitchen, lobby, shower room and WC.
First floor – three bedrooms, box room, bathroom/WC.
Externally – small garden to front, garden to rear.
22. During the inspection, we were met at the property by the landlord's representative from Croydon Estates. They did not, however, enter the property and left before we entered. The only people present during the inspection were the named tenant and what we understand to be one of their children.
23. Neither the landlord nor any representative on his behalf were present during the inspection.
24. On arrival, the Tribunal notified the parties that they should be provided with access to all possible areas of the property but that she could not provide any additional evidence nor engage in conversation about the property nor the rental value thereof.
25. All rooms were accessible.
26. Externally, the property was in reasonable condition although it was noted that there was an exceptionally large tree in the front garden blocking a great deal of light and the rear garden lawn is now a dustbowl with fences down and the whole area rather unkempt.
27. Internally, the Tribunal first addressed itself to the arrangement of the accommodation and, in particular, the room described as a box room. In the Tribunal's view, this room was large enough to accommodate at least a single bedroom and thus in the Tribunal's opinion, the accommodation is that of a reasonably sized four-bedroom family house.
28. The internal condition of the property had been one of the main issues between the applicant and respondent.

29. The Tribunal found that the property had not been maintained for a good number of years. It was true that the condition did reflect wear and tear, nevertheless, in particular, the kitchen and bathroom areas were in incredibly poor condition and worn, there were signs within the property that there had been leaks in a number of areas and there was evidence of damp within the rear lobby. The flooring on the ground floor (laminated flooring) was in very poor condition and in any event, we were advised that this had been provided by the tenant meaning that the landlord had provided no floor coverings at ground level. Carpets up the stairs and at first floor level were worn beyond their natural life and poorly fitted.
30. The property has clearly remained undecorated since it was originally let in **2018** and as a result; is in fairly poor condition. There are various areas of patch repair which is of the most basic quality and unacceptable by most standards. Kitchen and bathroom fittings are now badly worn and at the point where refitting is required.
31. It is the Tribunal's opinion that the disrepair to the property goes way beyond that which one would expect from normal wear and tear and that the majority of it is attributable to the landlord's failure to maintain in accordance with their obligations.
32. Overall, the Tribunal was of the opinion that the condition of the property was far below that at which properties are presented as available to rent on the open market and this is reflected in the valuation.
33. The Tribunal did note that some areas of the property were double glazed, however, contrary to entries on the tenant's Reply form.

The Law

34. When determining a market rent in accordance with the **Housing Act 1988 Section 13** regard must be had to all of the circumstances (other than personal circumstances) including the age, location and state of repair of the property, matters contained within the rent, repairing obligations, etc. This means that issues such as the tenant's ability to pay the rent or bills associated with the property are not a consideration for the tribunal in assessing the rent.

Valuation

35. Following consideration of the written and photographic submissions given by both parties and taking into account the Tribunal's inspection and using its own knowledge and experience of the rental market in the Croydon area, the Tribunal

finds that the market rental value of the property, if it was in good condition, would be **£2,500** per calendar month.

36. Taking into account the lack of modernisation and the general disrepair, the Tribunal considers it necessary to adjust that market rental value to reflect specifically the following:
- i) There is only partial double glazing to the property.
 - ii) The kitchen is inadequate by modern standards.
 - iii) The bathroom is inadequate by modern standards.
 - iv) There is extensive evidence of penetrating damp and defective plaster throughout the property.
 - v) There are Inadequate floor coverings throughout.
 - vi) Staining remains suggesting leaks from the roof.
 - vii) There is worn, tired decoration and poor-quality repair.
 - viii) A large tree exists in the front garden and fences at the rear are down.
37. Taking these and other more general factors into consideration, the Tribunal finds that it is necessary to make a **32% deduction** in the market rental value of the property to reflect its condition and lack of modernisation.

Valuation Calculation

38. Open market rent	£2,500 per month
Deduction for adjustments detailed above 32% =	£ 800 per month
Adjusted rent	£1,700 per month

The Tribunal therefore determines that the market rental value of the property should be set at a figure of **£1,700** per calendar month effective from **29 January 2025**.

Chairman: **J. A. Naylor FRICS**

Valuer Chairman

Date: **4 August 2025**

ANNEX OF RIGHTS FOR MARKET RENTS

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 might 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 this 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. Any appeal in respect of the Housing Act 1988 should 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).