



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

Case Reference : **HAV/43UB/MNR/2025/0650**

Property : **16A Riverbank
East Molesey
Surrey
KT8 9BH**

Applicant Tenant : **Mr P Antunes**

Representative : **None**

Respondent Landlord : **Mr M Bernas**

Representative : **None**

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

Tribunal Members : **Mr I R Perry FRICS
Mr S J Hodges FRICS**

Date of Inspection : **None, determined on the papers**

Date of Decision : **7th July 2025**

DECISION

Summary of Decision

1. On 7th July 2025 the Tribunal determined a market rent of £785 per month to take effect from 22nd March 2025.

Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 21st February 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £975 per month, in place of the existing rent of £580 per month, to take effect from 22nd March 2025. The notice complied with the legal requirements.
4. On 20th March 2025 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. The Tribunal does not routinely consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
6. The Tribunal issued Directions on 2nd April 2025 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations. The parties were invited to make submissions which could include photographs or videos.
7. The Parties submitted papers setting out their respective case and both Parties later issued a Case Management Application. The Tribunal issued further Directions on 12th June 2025 admitting both Applications, emphasising that the Tribunal would have no regard to the personal circumstances of either party.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 7th July 2025 based on the written representations received.
9. These reasons address the key and relevant 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.

The Law

S14 Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall

determine the rent at which, subject to subsections (2) and (4) below, the 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.
- (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 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.

The Property

10. From the information given in the papers and available on the internet, the property comprises a ground floor Studio with Shower Room and Kitchen situated at the corner of Riverbank and Feltham Avenue, East Molesey. The Studio is within a substantial end terraced house which has been converted to provide several residential dwellings.
11. Riverbank runs directly alongside the River Thames. The property is a short walk from views across the river to Hampton Court Palace.
12. The entrance to the Studio is within Feltham Avenue where a gate opens into a shared patio and shared lobby.
13. The Studio has electric heating. Carpets, curtains and white goods are provided by the Landlord. Various items of furniture and daily effects are also provided.
14. The Energy Performance Rating is 'C'.

Submissions

15. The initial tenancy began on 22nd September 2003 at a rent of £580 per month and has not been increased in 22 years.
16. The Lease specifies that the Tenant is not responsible for "any rates taxes and assessments in respect of the premises" The Tribunal takes this to include Council Tax and Water Rates, but the Tenant is responsible for the cost of electricity.
17. The Landlord estimates the value of Council Tax and Water Rates to be just over £125 per month.
18. The Landlord states that there is no double glazing or parking, that the accommodation is "looking a bit tired" and that the kitchen and bathroom were refitted over 20 years ago. He also states that he has failed to collect the cost of electricity from the Tenant which he estimates would cost £66 per month.
19. The Landlord provides a number of photographs and details of comparable properties with rents ranging from £850 to £1,300 per month.
20. The Tenant states that the Landlord replaced a broken electric night store heater, initially with a small fan heater and subsequently with an electric oil-filled radiator.
21. The Tenant also provides a number of photographs which include some flaking paint and damaged tiles in the Shower Room, and the "broken down central heater". The photographs of the kitchen and bathroom fittings show that they are dated and in poor condition.

22. The Tenant states that comparable flats in the area let for £850 to £950 per month, but these would be in good condition.
23. Both parties include a narrative of events over recent months regarding a claim for possession made by the Landlord. This and other personal circumstances are not the concern of the Tribunal.

Consideration and Valuation

24. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having read and considered the papers it decided that it could do so.
25. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy. The personal circumstances of the Parties are not relevant to this issue.
26. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Molesey, the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £1,000 per month. As a Studio this rent would commonly include taxes and services including electricity.
27. Such an open market letting would be for a tenantable property in good order with the Landlord responsible for internal decoration and on the basis that carpets, curtains and white goods would all be provided by the Landlord.
28. In this case the Landlord accepts that the property is tired, and the Tribunal notes the dated kitchen and bathroom fittings as shown in the photographs provided.
29. The Tribunal also notes the Landlord estimates that the cost of electricity to the property is £66 per month, which the Tribunal rounds to £65 per month. In comparable lettings this would commonly be included in the rent of £1,000 per month. As the Tenant is responsible for this cost it should be deducted from the 'open market rent' comparables which typically include electricity, despite the fact the Landlord has so far failed to collect this from the Tenant.
30. Using its experience the Tribunal decided that the following adjustments should be made:

Tenant's liability for electricity	£65
Dated kitchen and white goods	£75
Dated bathroom	£25
General tired condition and decoration	£50
TOTAL per month	£215

31. The Tenant made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenant undue hardship.

Determination

32. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £785 per month.
33. The Tribunal directed that the new rent of £785 per month should take effect from 22nd March 2025, this being the date specified in the notice.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.