



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

Case Reference : **HS/LON/00AL/MNR/2025/0769**

Property : **8 Abbey Wood Road
London SE2 9NP**

Tenant : **Mr. Augustine Matthew
Senenssie**

Representative : **In person**

Landlord : **B & M Real Estate Limited**

Representative : **Ms. Melissa Meng MRICS,
Director**

Type of Application : **Section 13 Housing Act 1988**

Tribunal Members : **Mr C Norman FRICS
Mr John Francis QPM**

**Date and venue of
Hearing** : **10 Alfred Place London WC1 7LR
12 September 2025**

Date of Decision : **20 October 2025**

DECISION

Decision

- (1) The market rent of the property is £810 per month with effect from 1 April 2025.**

Reasons

Background

1. The property is Room 1 in a licensed House in Multiple Occupation at 8 Abbey Wood Road London SE2 9NP. The Tenant has shared use of a kitchen bathroom and garden.
2. On 20 January 2025 the Landlord served a notice under the Housing Act 1988 (“the Act”) which proposed a new rent of £850 per month in place of the existing rent of £765 per month to take effect from 1 April 2025.
3. On 31 March 2025 under section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord’s notice proposing a new rent to the Tribunal for determination of a market rent.
4. The tenancy is an assured periodic tenancy. From the tenancy agreement, a copy of which was provided with the application, the assured tenancy commenced on 28 February 2021 as an assured shorthold tenancy.
5. The property was the subject of a rent determination by the Tribunal of 11 October 2024 for which Reasons were given.

Directions

6. On 25 June 2025, the Tribunal issued directions to the parties. The application was set down for a determination on the papers without a hearing or inspection, unless either party requested these, which the tenant did. The landlord was directed to complete a reply form giving details of the property, further comments, and any documents upon which the Tribunal was to rely, by 16 July 2025. The tenant was directed to do likewise by 30 July 2025. The landlord was entitled to submit a reply by 6 August 2025. A hybrid hearing took place on 12 September 2025 at which the tenant attended Alfred Place in person and the landlord attended via video link.

The Property

7. The Tribunal adopts the description given in the 2024 Reasons. In summary the tenancy is room one within a Victorian redbrick terraced house. This has been converted into two double rooms on the ground and three ensuite rooms on the first floor within a licenced HMO. The ground floor rooms have shared facilities. The tribunal inspected the

property on 12 September 2025 in the presence of the tenant and Ms Meng who represented the landlord. The subject room is a large double bedroom with a bay window facing Abbey Wood Road. There is one set of double sockets. Above the sockets was an area of plaster discolouration caused by damp. There is an area of ceiling discolouration. There is a radiator and a sink. The hallway and kitchen contain two radiators neither of which were on at the time of inspection. There is a communal shower and WC room on the ground floor and a communal kitchen/diner. There is a garden at the rear of the property.

The Landlord's Case

8. The landlord supplied a reply form which noted the size of each room on the ground floor. The landlord stated that it had provided central heating double glazing carpets curtains and white goods. The new boiler was installed in October 2024, new roof in May 2023 and double-glazing windows were upgraded in February 2025. The landlord submitted that since the Elizabeth Line Abbey Wood station had come into use, local rents had increased by at least 20%.
9. Ms Meng said that water leaks have been dealt with, and access had previously been refused. The door closure issue had not been reported. A room upstairs been let at £975 month from 1 April 2025. The tenant of room two was in financial difficulties paying £735 per month. She provided her own white goods. The rent was inclusive of council tax, water, internet, electricity and gas charges. These were £300 per room per month. The landlord did not provide any other comparables.

The Tenant's Case

10. The tenant provided a reply form. The tenant submitted that he provided white goods. He complained that the boiler replacement was not completed. He complained about a rat infestation in the room, faulty electrical installation, crack walls, mould, water leaks, a damaged door and faulty electrical sockets due to water leaks. He submitted that the ground floor radiators were not working, and the ground floor bathroom had mould and damp to the ceiling. He could not use the kitchen at night. In the hearing he confirmed that he had installed a fridge freezer in his room. His rent should be £450 a month. The tenant of room 2 was paying £450 per month.

The Law

11. The law as to the Tribunal's approach is given at section 14 of the Act which insofar as relevant is as follows:

(1)Where, under subsection (4)(a) of section 13 above, a tenant refers to a 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;
[...].

Determination

12. The Tribunal accepts the landlord's evidence of the current rent for room 2, and that the rent for room 2 of £735 per month reflects the personal circumstances of the tenant. It also accepts that this room was approximately 10 sq. m rather than 15 sq.m for the subject property and that room 2 also has a much smaller window.
13. The letting for an upstairs room was for an ensuite which is significantly better. The tribunal determines that the room one in good condition would attract a rent of £900 per month.
14. In terms of condition, the Tribunal did not notice evidence of pest infestation. It noticed damp staining. It also notes that the landlord was not made aware of the door closure being broken. The uPVC windows appeared to be in good condition. The shower room did show evidence of mould to the ceiling. The kitchen/diner appeared adequate but there were signs of damp penetration to plasterwork.
15. In view of the overall condition of the shared areas and the condition of the room itself the Tribunal determines a rent of £810 per calendar month.
16. The tenant did not make submissions in relation to undue hardship Under section 14(7) of the Act. Accordingly the rent of £810 per month takes effect from 1 April 2025.

Chairman: Mr C Norman FRICS

Date: 20 October 2025

APPEAL PROVISIONS

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.