



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

Case Reference : **TR/LON/00AQ/MNR/2025/0849**

Property : **5 Gooden Court, South Hill
Avenue, HA1 3PZ**

Tenant : **Christina Fritz**

Landlord : **Mr N D Unadkat c/o
Brockenhurst Estates**

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

Tribunal Members : **Ms S Beckwith MRICS
Mr N Miller**

**Date and venue of
Consideration** : **6 October 2025 at 10 Alfred
Place, London, WC1E 7LR**

Date of Reasons : **21 October 2025**

DECISION

The Tribunal determines a rent of £1,950 per calendar month with effect from 6 October 2025.

REASONS

Background

1. On 29 May 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,000 per calendar month in place of the existing rent of £1,675 per calendar month to take effect from 1 July 2025.
2. On 9 June 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. The Tenant's referral was received by the Tribunal on 9 June 2025.
3. The Tribunal issued Directions dated 30 July 2025 with regards to determination of the rent, setting out a timetable for submissions and return of Reply forms.
4. Both parties returned their Reply forms and submitted written evidence. The Tenant requested a hearing and inspection. A hearing was held on 6 October 2025. The Tenant, Ms Fritz, attended in person. The Landlord did not attend.

Law

5. The law is found in section 14 of the Housing Act 1988 ('the 1988 Act'), which, insofar as is relevant to this application, provides:

14 Determination of rent by tribunal

(1) [...] 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—
[...]*

(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.

(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 appropriate tribunal may direct.

The Inspection and Property

6. The Tribunal inspected the Property on 6 October 2025. The Tenant Ms Fritz was present. Mr Panchmatia of Brockenhurst Estates attended on behalf of the Landlord.
7. The Property is a first floor flat within a three storey block. It is accessed via a flight of communal stairs.
8. The front door opens into a small vestibule area, which opens onto a large reception room. A balcony is accessed from this room.
9. The kitchen is accessed from the reception room. Whilst a good size, the fittings were dated. The Tribunal noted worn lino, evidence of staining on the ceilings, visible rust on the extractor fan and cracked tiles on the windowsill.
10. There are three bedrooms, two doubles and a large single. The carpets are worn in the bedrooms. In the largest bedroom, there are exposed pipes. In the bedrooms there was some evidence of mould around the windows.
11. There is a bathroom with sink and electric shower over. There is a separate WC with sink. There are exposed pipes behind the WC.
12. The Property has central heating and double-glazed windows. The Landlord has provided the floor and window coverings and white goods.

The Tenant's Case

13. Mr Fritz submits that she has always paid less on this Property, due to not having access to a garage and its lack of refurbishment. It has not had a new kitchen or bathroom or new carpets since she moved in 13 years ago.
14. The installation of a new central heating and boiler system has caused mould in the kitchen and bedrooms. Ms Fritz cleans this herself so it does not appear so bad. The new heating installation has left exposed pipes, which are hot and therefore dangerous. There is no heating in the WC and bathroom.
15. There is a cupboard door in the kitchen which is falling off, which she has reported to the landlord.
16. Ms Fritz did not submit any comparable evidence, but her opinion was that a nice property in good condition would let for £2,000 per calendar month. Given the problems in her Property, she believes the appropriate market rent is £1,500 per calendar month.

17. Ms Fritz submits that she is looking for a smaller property to reduce rent and bills as her salary means she cannot afford to pay more.

The Landlord's Case

18. Mr Panchmatia of Brockenhurst Estates, submitted in writing that the landlord has undertaken improvement works to the Property in 2022/2023, including installation of new boiler and heating system, electrical rewire and new washing machine.
19. The Landlord's comparable evidence is:
- Herga Court, Sudbury Hill – a 1 bed, third floor flat being let for £1,600 per calendar month. The building does not have a lift.
 - Highlawn Hall, Sudbury Hill – a 2 bed flat let within walking distance of Gooden Court let at £1,850 per calendar month. The building does not have a lift.
20. The Landlord uses these smaller properties to demonstrate that the rent of the subject three bedroom property should be higher. They highlight a number of properties on the market in the area for in excess of £2,000 per calendar month, including a three bedroom flat within Gooden Court being marketed around £2,200 per calendar month.
21. Ms Panchmatia submits that the appropriate market rent for the Property's size and location is £2,300 per calendar month, but the landlord has only requested £2,000 per calendar month to "*get closer to current market values but not to affect the Tenant too much*".
22. The Landlord's written submissions also reflect that they are aware that the size of Property and level of market rent would cause affordability issues for the Tenant.

Determination and Valuation

23. The Tribunal has carefully considered the written submissions provided by both parties, the oral submissions and evidence given by the Tenant at the hearing, and their own observations from the inspection.
24. The Tribunal noted there was evidence of mould around the windows in the bedrooms and that the Tenant had made efforts to clean these. The issue did not appear to be severe and are usual for flats of this nature.
25. The Tribunal was cognisant that the Tenant made efforts to keep the Property in a good condition, but it was not in the state of decoration that would be expected were it to be let in the market and as a minimum new

floor coverings and redecoration would be required to bring it to the condition of other properties on the market.

26. Whilst the Property has no garage access, no evidence was presented to quantify the impact on rent. Not all people in London have cars and not all flats come with garage access. The Tribunal has therefore rounded down its valuation to take account of this.
27. Having consideration of the evidence submitted by the parties and our own expert, general knowledge of rental values in the area, we consider that the open market rent for the Property in good and tenantable condition would be in the region of £2,200 per calendar month.
28. From this starting point, we have made adjustments in relation to:
- The dated nature of the kitchen and bathrooms.
 - The exposed pipes.
 - The general wants of repair and decoration.
29. The full valuation is shown below:

		Per calendar month
MARKET RENT		£2,200
<i>Less</i>		
Dated kitchen and bathrooms)	
Exposed pipes) approx. 10%	£220.00
Repair and redecoration required)	
Market rent less deductions		<u>£1,980.00</u>
ADJUSTED MARKET RENT		£1,950

30. The Tribunal determines a rent of £1,950 per calendar month.

Hardship

31. The Tenant raised the issue of hardship in their written and oral submissions. The Landlord's written submissions also acknowledged the increase in rent would cause the Tenant hardship.
32. Under s14(7) of the 1988 Act, the rent determined by the Tribunal is payable from the date specified in the landlord's Notice of Increase. However, if it appears to the Tribunal that it would cause undue hardship to the tenant, the Tribunal may direct that the rent will become payable from a later date, up to the date of determination.

33. As both parties have acknowledged the Tenant is likely to have issues of affordability with an increase in rent, the Tribunal is satisfied that a starting date of that specified in the Landlord's notice would cause the tenant undue hardship and determines that the increased rent should become payable from 6 October 2025, the date the Tribunal heard the matter.

Decision

34. The Tribunal therefore determined that 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 was £1,950 per calendar month.
35. The Tribunal directs the new rent of **£1,950 per calendar month** to take effect on **6 October 2025**.

Chairman: Ms S Beckwith MRICS Date: 21 October 2025

APPEAL PROVISIONS

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 may 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 the case. The application should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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. **Please note that if you are seeking permission to appeal against a decision made by the Tribunal under the Rent Act 1977, the Housing Act 1988 or the Local Government and Housing Act 1989, this can only 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).