



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

Case Reference : **HS/LON/OOBJ/MNR/2025/0834**

Property : **Flat 6, Newbridge Court, Hazelhurst
Road, London, SW17 0UE**

Tenant : **Mr Charles Ballet**

Landlord : **Mr Philip Boamah**

Date of Objection : **23 May 2025**

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

Tribunal : **R Waterhouse FRICS
N Miller**

Date of Full Reasons : **30 October 2025**

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DECISION

**The Tribunal determines a rent of £750.00 per month to be paid
from 1 June 2025 under the Housing Act 1988 section 13.**

Full Reasons

Background

1. On **30 April 2025** the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of **£750.00 per month** in place of the existing rent of **£550.00 per month** to take effect from **1 June 2025**.
2. An application dated **23 May 2025** was made 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.
3. The application was accompanied by the Notice of Increase of Rent and, an unsigned copy of the tenancy agreement which was initially commenced on **1 February 2024** for 6 months for a rent of £2340 per month. There was also a copy of an agreement for the tenant's room dating from 1 May 2016 at an initial rent of £485.00 per month.
4. Directions were issued to the parties on **24 July 2025**.

Inspection

5. The Tribunal did inspect the property on the same day as the hearing and found the flat to be contained in what may have been local authority block. The flat within which the subject rent is located is accessed by communal stairs. The flat has four letting rooms, two of which were vacant and a third was occupied at the time of inspection. The flat is in good condition, the doors to the rooms have been recently replaced and have fire closers, the fire closer to the tenant's room closes the door slightly fast causing a noise upon the door shutting. The flat has a communal living room. There are a communal bathroom and separate WC. Finally, there is a kitchen which contains the landlord's white goods and is a reasonable size given the number of letting rooms. The tenant's room is not small but not excessively large and contains a broken double bed. There are two sets of double sockets. The tenants are responsible for their utility bills and council tax.

Hearing

6. Present at the hearing were; the applicant Mr Charles Ballet and for the respondent Mr Philip Boamah.

Preliminary matters

7. The papers contained a copy of an unsigned tenancy for the whole flat at a rent of £2340 per month. Also, a copy of a tenancy signed for the tenant's room, the subject room dating from 1 May 2016. The tribunal were informed the tenancy for the whole property was a tenancy the landlord had hoped to have signed by four tenants. The tribunal heard that a number had not wished to sign the tenancy and so the preexisting tenancies for each room continued. The tribunal found it is determining the rent for one rent in Flat 6 Newbridge Court on the basis of the Notice of Increase of rent dated 30 April 2025.

Submissions

Applicant Tenant

8. The applicant tenant provided several documents to the tribunal including a completed Reply Forms, one dated 25 August 2025.
9. The Reply Form notes, the property comprises a living room, kitchen, three bedrooms and a bathroom. The Reply Form describes the property, including mould and disrepair issues. The Reply Form notes the property is centrally heated and has curtains and carpets, additionally there is a communal garden. The tenant lists no improvements carried out by them. In terms of disrepair the tenant describes it as “too long to enumerate.” A copy of email dialogue between tenant and landlord concerning potential inspection and repair.
10. The tenant noted that subsequent to the objection of the new rent to the tribunal, the landlord during August and September 2025 undertook a number of changes to the property. These included changing the cupboard doors in the kitchen, replacement of dining room table and chairs, a new sofa and new internal doors with closers. The tribunal heard that the initial rent at the grant of the tenancy 1May 2016 was £485, then this increased to £550 in 2018.

Respondent Landlord

11. The respondent landlord completed a Reply Form. The Reply Form notes the internal accommodation in terms of size and rent specifically demanded of each bedroom; bedroom 30.56% of bedroom space in the flat, bedroom 2 31.18% and a rent requested of £ 750.00, bedroom 3 19.96% and rent requested £650 per month, bedroom 4 19.96% and a rent requested of £ 650.00 The property is described as in good condition. The Form notes the landlord provided central heating, double glazing, carpets and curtains and finally white goods. The landlord considers rent of the whole flat to be between 2800 and £3000 per month.
12. A document titled “Response to Charles Initial and Revised Tribunal Forms” the contents of which are noted. The landlord felt that as a room the rent could be in the range of £800 to £850.00 per month excluding bills

Analysis and Valuation

13. The Notice of Increase dated **30 April 2025** proposes an increase to **£750.00 per month from £550.00 from 1 June 2025**. The market for rooms is not a direct division of potential rent for the flat division by the number of lettable rooms. The tribunal heard from the landlord that the rent that could be obtained for the room could be between £800.00 and £850.00. The tenant asserted the condition pre recent improvements should form the basis of the determination.
14. The tribunal finds the condition of the property at the date of Notice, the pre improved condition is the condition the tribunal should assess the rent against.

15. The tribunal consider the rental evidence provided by the parties and using its wider knowledge, the tribunal considers **£850.00 per month** is attainable. The tribunal deducts **£100.00 per month** from this to reflect the pre improved condition.

Undue Hardship

16. No submissions were received relating to undue hardship.

Decision

- 17. The Tribunal determines £ 750.00 per month from 1 June 2025 in accordance with section 13 of the Housing Act 1988**

Chairman: R Waterhouse FRICS

Date: 30 October 2025

Appeal to the Upper Tribunal

A person wishing to appeal this decision to the Upper Tribunal (Property Chamber) on a point of law must seek permission to do so by making a written application to the First-tier Tribunal at the Regional Office which has been dealing with the case which application must:

- a. be received by the said office within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
- b. 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.

If the application is not received within the 28 –day time limit, it must include a request for an extension of time and the reason for it 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.