



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

Case Reference : **TR/LON/OOAE/MNR/2025/0658**

Property : **6 Swallow Drive, London, NW10 8TG**

Tenant : **Rianna Elliott**

Landlord : **Regal Estates**

Date of Objection : **post 18 December 2025**

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

Tribunal : **R Waterhouse FRICS
L Packer**

Date of Full Reasons : **Inspection only subsequent
determination on papers 14
November 2025**

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DECISION

The Tribunal determines a rent of £1700.00 per month to be paid from ~~1 July 2025~~ amended 22 January 2025 under the Housing Act 1988 section 13.

Full REASONS

By virtue of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 Rule 50 Clerical mistakes and accidental slips or omissions, the effective date of the rent is amended.

Background

1. On **18 December 2024** the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of **£1730.00 per month** in place of the existing rent of **£1630.00 per month** to take effect from **22 January 2025**.
2. An application dated **08 December 2025, the actual date is assumed to be subsequent to the notice in 2024**, 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, a copy of the tenancy agreement which was initially commenced on 22 December 2023 for an initial contractual period to include 21 December 2024.
4. Directions were issued to the parties on 2 April 2025 and 21 August 2025. The issue was determined on the papers without an inspection.
5. The tribunal by decision of 22 July 2025 set aside the previous determination, which had been made on the papers, following an application for permission to appeal made by the Respondents. The set aside under Rule 51 was granted because papers submitted by the Respondents within the Directions had not reached the decision-making tribunal on the day of the tribunal. The tribunal set aside the determination and ordered that a redetermination will be made on the papers.
6. Subsequently the Respondents agent Regal Estates by e mail dated 29 July 2025 submitted a supplementary statement which included reference to damp and mitigation said to be undertaken. By email of 4 August 2025 Rianna Elliot, the Applicant, submitted a response to the landlord's agent's submission of the 29 July 2025.
7. The directions ordered that as factual differences were evident the tribunal would inspect the property. The tribunal also ordered that no further submissions would be accepted.

Inspection

8. The Tribunal did inspect the property. The property is a flat on the first floor, within a block built in the last few years. The block is in a development similar block. There is unallocated car parking outside the flat. The flat is accessed through a communal hall and stairs; the common parts are in good condition. The property is double glazed and has electric heating only. The property has two bedrooms, one has a basin ensuite, one living room, and a bathroom and a kitchen the white goods are the landlords. There are patches of mould in the corner of the bedrooms not pronounced but present likewise under the window sill and in the living room. The property other than the small patches of mould is in good condition. Present at the inspection was the applicant only.

Determination

Submissions

Applicant Tenant

9. The Applicant tenant provided several documents to the tribunal including; an application for a rent assessment, a completed Rents 1 form, a copy of the tenancy agreement and a section 13 Notice of increase of Rent.
10. The Application form dated **1 August 2025** notes the landlord is responsible for all repairs. That a cooker, fridge freezer and washing machine were supplied by the landlord. The accommodation said to comprise a first floor flat, comprising one double and one single bedroom, one living room, one kitchen and one bathroom.
11. The tenant submitted a completed reply form which set out the accommodation size for the first flat. The landlord noted the property has double glazing, carpets and curtains and white goods supplied by the landlord there is no central heating,
12. The copy of the section 13 notice states the rent proposed is £1730 per month in place of £1630 per month from 22 January 2025. The copy of tenancy grants a tenancy from 22 **December 2023** to and including **21 December 2024** at an initial rent of £1630.00 per month.
13. By email dated 4 August 2025 the tenant; Rianna Elliott submitted a response to the landlords' comments regarding damp and mould issues raised in my original application and subsequent Reply Form. The tenant reports that mould treatment occurred in June 2023 but asserts the mould returned again in less than a year. The tenant submit that the landlord's assertion that the cause of the mould stems from the tenant's lifestyle. The tenant notes the mould occurs in external facing walls,

Respondent Landlord

14. The respondent landlords agent noted in an e mail dated 29 July 2025, responding to the set aside of 22 July 2025, that works to rectify mould were carried out by a contractor to the landlord in June 2023. The landlord noted the tenant refers to damp in both bedrooms, but the landlord asserted these issues

had not been reported to them. An inspection of 29 April 2014 included a visual review of the affected areas, and the report concluded none was observed.

15. In particular the landlord submitted the following;

- The issues raised by the tenant have not been substantiated through inspection
- The most recent inspection on 19 April 2024 recorded no visible signs of mould
- No prior report of mould was made to the landlord before the tenant's submission
- Finally, the landlords attempt's to arrange access have not been successful.

16. By annexe to letter dated 16 April 2025, the landlord provides comparables between £1700 and £1950 per month.

Analysis and Valuation

17. The Notice of Increase dated **30 May 2025** proposes an increase to **£1730.00 per month** from **22 January 2025**.

18. The tribunal has read the submissions in respect of rental level from both the applicant and the respondent.

19. The tribunal in consideration of these submissions and using its own expertise determines **£1850.00 per month** if the flat was in good tenantable condition free of the small patches of mould identified in the inspection.

20. However, the tribunal saw on inspection, that the flat exhibits some issues and for these the tribunal deducts **£150.00 per month**. The tribunal determines a rent of **£1700.00 per month**.

Undue Hardship

21. The tenant has not made an application under this ground.

Decision

22. The Tribunal determines £1700.00 per month from amended 22 January 2025 ~~1 July 2025~~ in accordance with section 13 of the Housing Act 1988

Chairman: R Waterhouse FRICS

Date: 14 November 2025 amended 24 November 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.