



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

Case Reference : **LON/00AH/MNR/2025/0887**

Property : **Room 10, 14 Tennison Road,
Selhurst, London, SE25 5RT**

Tenant : **Boris Bailey**

Landlord : **Walkers Developments Ltd**

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

Tribunal Members : **Ms S Beckwith MRICS
Mr P Morris MRICS**

**Date and venue of
Consideration** : **14 November 2025 at 10 Alfred
Place, London, WC1E 7LR**

Date of Reasons : **28 November 2025**

DECISION

**The Tribunal determines a rent of £725 per calendar month with
effect from 12 July 2025.**

REASONS

Background

1. On 6 June 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £695 per calendar month in place of the existing rent of £625 per calendar month to take effect from 12 July 2025.
2. On 7 July 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 8 July 2025.
3. The Tribunal issued Directions dated 11 September 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 an inspection.
5. The Tribunal has been provided with an Assured Shorthold Tenancy Agreement dated 12 July 2022. The tenancy was for an initial fixed term of six months from 12 July 2022. Rent is payable on the 12th of every month. The rent payable is inclusive of utilities, broadband and council tax, although the amount for gas and electricity is capped.
6. On 17 November, after the inspection, but before the decision was issued, the Tenant raised an issue of jurisdiction. The Tenant submitted that the Notice of Increase was invalid because it did not provide two months' notice. The Landlord responded the same day, stating that under current law, a one month notice period is required for monthly tenancies and the Notice of Increase dated 6 June 2025 is valid. The Tribunal is satisfied that the Notice of Increase dated 6 June 2025 is valid and the tribunal therefore does have jurisdiction to determine the market rent. Changes to notice periods under the Renters Rights Act 2025 have not yet come into effect.

Law

7. 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

8. The Tribunal inspected the Property on 14 November 2025. Mr Bailey was present. Due to a prior delay, the Tribunal arrived later than initially scheduled and the Landlord's representative was not able to be present. The Tribunal did not take any evidence on inspection, only looked at issues raised in the parties' written submissions.
9. The Property is a bedroom on the top floor of a large House in Multiple Occupation (HMO) in southeast London. Norwood Junction station is approximately half a mile to the northeast. Selhurst station is approximately half a mile to the southwest.
10. The house has a total of ten bedrooms over three floors. Each bedroom has access to three bathrooms, two separate WCs, two kitchens, a small living space and a large garden.
11. The house has central heating and double-glazed windows. The Landlord has provided the floor coverings and white goods.
12. The Property is an L-shaped bedroom, approximately 5 meters by 4 meters. The Property was rented with a double bed and wardrobe only. The Tenant has provided their own sofa and desk in the room.
13. Within their submissions, the parties confirmed they agree the following facts as to works undertaken to the house by the Landlord:
 - New gas oven installed in March 2024.
 - New bed delivered in April 2024.
 - New Hoover purchased in March 2025.
 - New microwave purchased in June 2025.
 - Upgrade to superfast fibre broadband in July 2025.
 - Boiler service in August 2025.
 - Two windows replaced in September 2025.

The Tenant's Case

14. Mr Bailey submits that the Property is not in good condition.
15. There are cracks in the walls and areas of peeling paint.
16. There have been issues with a rodent infestation in the house and pigeons nesting on the roof.
17. When he moved in there were two sockets in his bedroom, which were blown. The bed was broken and it took some time for the Landlord to replace this.
18. He has experienced harassment by other tenants in the house.
19. Mr Bailey has not provided any evidence of comparable properties. He submits that the Landlord's evidence is superior as they are rooms with ensembles and in properties with updated fixtures and communal areas.
20. Mr Bailey submits he would have considered £650 - £675 per calendar month reasonable for the Property if it weren't for the issues with the boiler, mice and harassment. In the circumstances, he believes £625 per calendar month or less is the appropriate rent for the Property.

The Landlord's Case

21. In a statement on behalf of the Landlord, Revvit Walker states that the issues raised by the Tenant relate to the start of the tenancy and have since been resolved or are cosmetic in nature. Any issues with cleanliness or infestation are dependent on how the occupants choose to live.
22. Mr Walker confirms no harassment has been reported by the Tenant.
23. The Landlord has provided an email from Stuart Damer, a Housing Enforcement Officer from Croydon Council. Mr Damer confirms that he inspected the house on 27 October 2025 and that he was satisfied with the overall condition of the building. Any previous issues with mice and the heating have been resolved satisfactorily.
24. The comparable evidence submitted by the Landlord is:
 - Room in Upper Norwood at £800 per calendar month. This is a room within a two bed flat with all bills included.

- Double room is south Norwood at £800 per calendar month. This is a room within a two bed flat with all bills included.
 - Double room in south Norwood for £800 per calendar month. The room available is within a four bedroom property. All bills are included. The kitchen and bathroom appear modern.
25. The Landlord submits that the rent proposed in their Notice of Increase of £695 per calendar month is below market rates.

Determination and Valuation

26. The Tribunal has carefully considered the written submissions provided by both parties and their own observations from the inspection.
27. As set out in paragraph 7 above, the Tribunal is valuing the Property if offered vacant on the market by a willing landlord. Any works that have been undertaken by the Landlord are therefore taken into account. Any improvement works by the Tenant are disregarded. In this case this would only be the presence of additional items of furniture. Any issues with the condition of the Property caused by the actions of the Tenant are disregarded.
28. The house is not in pristine condition, however, the level of wear and tear appears as expected for a HMO of ten bedrooms. As set out in paragraph 13 above, the house has had various works of repair and redecoration undertaken in the past one to two years and is appropriately managed and maintained by the Landlord.
29. Issues raised by the Tenant in respect of the bed, electrical sockets, heating and mice infestation have been confirmed to be resolved.
30. The Tribunal found the comparables submitted by the Landlord at £800 per calendar month to be within smaller houses/flats. From the information provided, it appears they did not have ensembles as contended by the Tenant. The Property is a room within a larger house, sharing with more people and this is likely to affect the amount of rent achievable. The rent at which the Property would be let would therefore be lower than the Landlord's comparables.
31. 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 its current condition would be in the region of £725 per calendar month.
32. The Tribunal has found that the Property is in reasonable condition given its nature as a room within a HMO. No additional adjustment to the valuation is therefore necessary.

33. The Tribunal determines a rent of £725 per calendar month.

Hardship

34. No submissions were received relating to undue hardship.

Decision

35. 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 £725 per calendar month.
36. The Tribunal directs the new rent of **£725 per calendar month** to take effect on **12 July 2025**, this being the date as set out in the Landlord's Notice of Increase.
37. The Tribunal notes that the Landlord has proposed a lower rent in their Notice of Increase. The Landlord is entitled, but not compelled, to charge the Tenant rent at the figure determined from the effective date and may choose to charge a lower figure.

Chairman: Ms S Beckwith MRICS Date: 28 November 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).