FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00AH/MNR/2025/0734**
Property	**:**	**17 Briar Road, London, SW16 4LT**
Tenant	**:**	**Chantell Graham**
Landlord	**:**	**Mark Eburne**
Date of application	**:**	**12 March 2025**
Type of application	**:**	**Application for determination of market rent following a Notice of Increase served pursuant to Section 13 of the Housing Act 1988.**
Tribunal member(s)	**:**	**Mr O Dowty MRICS** **Mr L Packer**
Venue	**:**	**10 Alfred Place, London, WC1E 7LR**
Date of decision	**:**	**27 October 2025**
Date of reasons	**:**	**8 December 2025**

REASONS FOR DECISION

Background

1. The tenant lives in the property under a monthly, periodic assured tenancy. The landlord served on the tenant a Notice of Increase, dated **19 January 2025,** proposing to increase the rent at the property from **£1,650** per month to **£2,100** per month with effect from **13 March 2025.**

2. On **12 March 2025** the Tribunal received an application from the tenant, dated that day, referring the landlord's Notice of Increase to the tribunal, challenging the increase and seeking a determination of the market rent.

3. The Tribunal issued directions on **24 July 2025** which were subsequently amended on **17 September 2025**. The Tribunal's directions invited the parties to provide a reply form and make any other submissions they wished to make. Both parties provided a reply form accompanied by further submissions.

The hearing

4. The hearing was a face-to-face one held at 10 Alfred Place, London, WC1E 7LR on 27 October 2025. Both the tenant, Ms Graham, and the landlord, Mr Eburne appeared in person at that hearing – in the former case alongside Mr Campbell, Ms Graham's partner.

5. At the hearing, the tenant spoke to the background of the matter and the proceedings which have been taking place elsewhere. As we said at the hearing, we are sympathetic to the fact that these sorts of disputes are often bound up in other matters – and that this is often stressful for tenants and landlords alike. However, the only thing we have the power to do is determine the market rent for the property in accordance with Section 13 & 14 of the Housing Act 1988.

6. Relevantly, the tenant spoke to the condition of the property and the reasons she had brought this application. In short, the tenant felt she would have "no leg to stand on" regarding the proposed rent increase (to £2,100 per month) were the property in a good condition – but it was not. The property was previously owned by Mr Eburne's ex-wife but had transferred to Mr Eburne. Some of the repairs had needed doing for some time, however the 'former landlord' had not done them and there had been discussions between her and the tenant about practical arrangements regarding that.

7. The tenant, we were told, provided carpets and curtains at the property – and also installed a kitchen and provided white goods at the property.

8. The tenant also referred to the content of expert reports she had provided, which appear to have been produced predominantly in connection with a disrepair claim in the County Court, from a Mr Neil Addington concerning the gas and electrical installations at the property; a surveyor's report from Nathan Chauhan AssocRICS; and a plumbing report from Mr Kenneth Adeneye. Those reports suggest that the property is not fit for human habitation.

9. It is difficult for us to take much from those reports – save to some extent for Mr Adeneye's. None of the experts appeared at the hearing to answer any questions, which we certainly would have asked. In addition, Mr Addington provided a CV, but one which exclusively spoke to his experience regarding electrical – not gas – installations. In the case of Mr Chauhan's report, no CV was provided at all – and all we know is that he is an associate member of the RICS.

10. Mr Adeneye's report was accompanied by a comprehensive CV, however we did not find (as we had been referred to by the tenant) his statement that the property was not fit for human habitation at all compelling, given he is a mechanical engineer – and the limitations section of his own report says that any such statement is not a "conclusive or definitive statement on liability".

11. Whilst we did consider the contents of those reports and apply what weight we saw fit to their contents, it is therefore very difficult for us to place any real weight on those reports other than (in general) Mr Adeneye's. This is particularly so as assessments of fitness for human habitation would typically be conducted by qualified environmental health officers; which none of Mr Addington, Mr Chauhan nor Mr Adeneye claimed to be.

12. In any case, though, those reports are something of a red herring in truth. Whilst we note the contents as regards the disrepairs (and have inspected the property ourselves to see those disrepairs for ourselves), our role is to assess the market rent of the property, not to comment on disrepair for disrepairs sake. None of the reports spoke to the impact on value of the disrepairs at the property, which is all that we are here to establish.

13. For his part, the landlord averred that he was a "reluctant landlord" having inherited the situation from his former wife. He had tried to evict the tenant so that he could cease being a landlord but wasn't getting the legalities of that right. As a result, he had decided to increase the rent to what he felt was the market value.

14. The property might be in a condition of disrepair, but this was because – the landlord said – the tenant had not permitted access. The landlord therefore felt we shouldn't take the condition of the property into account.

15. We discussed this matter at the hearing, and whether Mr Eburne felt this might be a breach of the tenancy agreement. He indicated that it was, and referred us to the terms of the lease which – relevantly – say:

    2.10 To allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, and during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given at least 24 hours' prior written notice (except in emergency).

16. The problem is, no one had ever actually been turned away from the property having tried to gain access. The landlord said (though this was somewhat disputed) that he had been trying to arrange a convenient time with the tenant for access, but the tenant had been obstructive. But even taking that at its highest, that isn't a breach of the terms of the tenancy.

17. The landlord said that he had, now, written to request access on a specified date, but that email wasn't sent until 13 August 2025. The thing is - any lack of access provided subsequently may, or may not, have been a breach of the tenancy; but it was only requested 5 months exactly after the proposed rental increase date (13 March 2025). Our role is to consider the value of the property, and its condition, as at that proposed rental increase date. Accordingly, the landlord's requesting permission after that date cannot give rise to a breach of the tenancy before it.

18. Similarly, the landlord provided a letter dated 7 May 2025 from Croydon council in which it is at least suggested by an environmental health officer, Mohamed Ali, that the tenant needed to provide access to the landlord to carry out the repairs; but that, again, is after the rental increase date for our determination.

19. The landlord also referred to the expert reports provided, particularly concerning the wiring at the property (which was said to need rewiring). The landlord disagreed with the content of the report and said it didn't fit with the fact the property had been given an electrical safety certificate in 2024.

The inspection

20. The property is an end of terrace, 2 storey apparently interwar 3 bedroom house of brick construction with a rear garden on a residential street in Norbury. The property has a driveway providing parking for one car to the front, and a side alley which is shared with the neighbouring property to access the rear garden; the gate providing such access being in a poor condition.

21. It is certainly true that the property is not in a good condition. The internal and external decoration is poor, and what decoration there was appeared to be the result of the tenant carrying out works. The bathroom is basic and dated, and the kitchen is very small, awkward in layout and the units are the tenant's. The fridge had to be located in another room, and there were other white goods outside the kitchen on the ground floor as well.

22. The third bedroom at the property is very small, and whilst the other two bedrooms were double bedrooms, they were not large double bedrooms.

23. There is damp and mould at the property, and whilst some of it appeared to us to be likely caused by condensation (and to that end we did note that a tumble dryer was in operation at the time of our inspection which did not appear to be vented to the outside), much of it clearly isn't caused by such condensation. In particular, there is clear rising/penetrating damp to the ground floor at levels below waist height.

24. In any case, whilst some of the damp is caused by condensation, the window sets at the property are dated and wouldn't assist a prudent tenant in ventilating the property (though it is worth noting that they are double glazed, contrary to the submissions of the tenant). There is also no extractor fan in the bathroom, which leaves only the window to ventilate that room.

25. There were also further items of internal disrepair which it is not pragmatic to list in entirety, such as the rotting floorboards caused by a leaking pipe referred to by both parties in their submissions and the boiler losing pressure due to a faulty pressure relief valve spoken of by Mr Adeneye in his report.

The law

26. The way in which the Tribunal is to determine a market rent in this circumstance is set out in Section 14 of the Housing Act 1988. That section is too lengthy to quote in its entirety in these reasons. In brief, the tribunal is to determine the rent at which the property might reasonably be expected to let in the open market, on the proposed rental increase date, by a willing landlord under an assured tenancy, subject to disregards in relation to the nature of the tenancy (i.e. it being granted to a "sitting tenant") and any increase or reduction in the value due to the tenant's carrying out improvements which they were not obliged to carry out by the lease or their failure to comply with the terms of the tenancy.

27. It is, however, in this case worth observing the content of Section 14(2):

(2) In making a determination under this section, there shall be disregarded—

(a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;

(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.

Valuation

28. Neither party, at the hearing, made significant submissions regarding the actual valuation itself. The tenant had accepted that, if the property were in a good condition, it would be worth the amount the landlord had proposed - £2,100 per calendar month (pcm) - but that in its present condition the rent should remain the same as it presently is (£1,650 pcm).

29. The landlord, unsurprisingly, advanced that the value he had proposed remained appropriate.

30. We were not provided with much evidence of value, save for the landlord providing a list of properties and their asking rents from internet property listing websites. Those listings were provided in extremely summary form, and did not provide enough detail for us to consider them, and their comparability to the subject, properly. In any case, asking rents carry very little weight as evidence of value.

31. Accordingly, we considered the matter in line with the evidence and submissions of the parties, and our own expert knowledge of general rental values in the area. We consider that, were the property let in good condition and on the terms considered usual for such a letting it, might be expected to fetch around £2,300pcm.

32. From this figure we made deductions as follows:

- 5% - Tenant's kitchen and dated and basic bathroom
- 5% - Rising/penetrating damp
- 7.5% - Dated windows (including their impact on the condensation at the property) and external condition
- 5% - Internal condition and decoration

33. We made no deduction for the alleged need to rewire the property. We were not provided any evidence that there had been any actual issues with the tenant's electrical supply, it was uncontested that the property holds an electrical safety certificate (despite the content of the expert report provided by the tenant) and we considered that it would not, therefore, noticeably affect a rental bid for the property.

34. This provides a value of £1,780pcm, as shown in the valuation below:

Market Rent	**£2,300**	**pcm**
LESS 5% Kitchen & Bathroom	-£115	
LESS 5% Damp	-£115	
LESS 7.5% Windows and Ext. Condition	-£172.50	
LESS 5% Internal Condition and Decs.	-£115	
Total	£1,782.50	
SAY	**£1,780**	**pcm**

Effective Date

35. As set out in Section 14(7) of the Housing Act 1988, the effective date of a Tribunal determination under that section is the rent increase date that was provided in the landlord's Notice of Increase – unless it appears to the Tribunal that this would cause the tenant undue hardship. In those circumstances, the Tribunal may adopt a later effective date for its determination, being not later than the date on which the determination is made.

36. The tenant raised no issue concerning hardship, and accordingly we determine that the rent shall take effect from 13 March 2025, being the date specified in the landlord's Notice of Increase.

Decision

37. Pursuant to the considerations above, we determined a rent of **£1,780 per calendar month** in this matter, such rent to take effect from **13 March 2025.**

Valuer Chairman: Mr Oliver Dowty MRICS Dated: 8 December 2025

ANNEX - RIGHTS OF APPEAL

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).