



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

HMCTS Code : **P: PAPERREMOTE**
(Paper, video, audio)

Case Reference : **LON/00AF/MNR/2025/0942**

Property : **Flat 19, Melbourne Court, Anerley Road, London, SE20 8AR**

Tenant : **Nana Ennuson**

Landlord : **Interpole Limited**

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

Tribunal Member : **Judge Tueje
Mrs J Rodericks MRICS**

Date of reasons : **11th December 2025**

DECISION

**The Tribunal determines a rent of £1,350 per month
with effect from 1st September 2025**

This determination contains the Tribunal's decision, and its extended reasons for that decision

EXTENDED REASONS

Background

1. These proceedings relate to a statutory periodic assured tenancy, following expiry of a fixed term agreement commencing 26th July 2018, expiring 31st January 2019, in respect of the property known as 19 Melbourne Court, Anerley Road, London, SE20 8AR (the “subject property”).

2. Under the terms of the fixed term tenancy, the rent was payable monthly in advance, on the first day of each month.
3. The landlord served a notice dated 9th July 2025 under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,675.00 per month in place of the existing rent of £1,450.00 per month, to take effect from 1st September 2025.
4. The rent does not include council tax and water charges.
5. The tenancy is subject to the implied repairing obligations at section 11 of the Landlord and Tenant Act 1985.
6. By an application dated 26th August 2025, 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. The tenant's referral was received by the Tribunal on 26th August 2025.

Inspection

7. Both parties indicated they did not consider an inspection was required. The Tribunal considered this case on the basis of the documentary evidence, provided by both parties, including the photographic evidence.
8. The subject property is a first floor two bedroom purpose-built flat, situated on a road with predominantly residential properties.

Evidence

9. In an order dated 9th October 2025, the Tribunal made the following directions:
 - 9.1 The landlord was to provide any comments and supporting evidence in responding to the application by 30th October 2025;
 - 9.2 The tenant was to provide any comments and supporting documentation By 13th November 2025; and
 - 9.3 The landlord had the option of filing a reply to the tenant's comments and documentation.
10. The Tribunal has considered each party's Reply and their supporting documentation.

The Tenant's Evidence

11. The tenant states that the subject property is double glazed, and it does not have central heating (although we note separate reference in his evidence to the presence of a boiler). He also provided a breakdown of which party supplied specific soft furnishings and specific white goods. Namely, that he has provided the curtains, the landlord has provided the carpets which are worn, the landlord has also provided a gas cooker, with other white goods provided by the tenant.

12. The tenant makes the following complaints regarding the condition of the subject property:

- 12.1 Mould periodically affecting two of the living room walls, which require cleaning;
- 12.2 The kitchen wall units are old and need upgrading;
- 12.3 Mice are reported, holes in the walls providing an entry point;
- 12.4 The bathroom fan extracts moisture into the kitchen;
- 12.5 Past leak affecting the kitchen ceiling, which was addressed in 2021;
- 12.6 There has been an intermittent leak to the bathroom ceiling since 2018, with mould on the ceiling and walls; and
- 12.7 A bedroom window and window seals needs to be repaired/replaced.

13. There were repeated problems with the previous boiler, which was replaced in December 2022. There have been problems with the replacement boiler, which was faulty from 29th March 2024 and throughout Easter, most recently on 27th September 2025, which was attended to on 29th September 2025. The kitchen wall and floor tiles are in a poor condition, the wall tiles were painted, which has started to peel, and a floor covering was laid over floor tiles as a temporary measure.

14. The tenant has provided contemporaneous correspondence with the landlord's agents showing the complaints made regarding these issues, in addition to supporting close-detail photographic evidence reflecting the conditions he describes. These photographs show mould growth, spoiled decorations, an outmoded kitchen, worn carpet, and peeling paint on the kitchen wall tiles.

15. The tenant states that a two bedroom neighbouring property in the same block, managed by the same agents, received the same proposed increase in rent. Yet, the tenant submits, the condition of the neighbouring property differs from the subject property in the following respects:

Flat 19 (my flat)	Neighbour's flat
Leaking roof in bathroom. Have had a leaking roof since 2018.	No leak in the property. Had a leak once but that was sorted.
Mould growth on bathroom walls and ceiling.	Bathroom walls tiled. No mould or damp
Periodic mould growth in the living room and kitchen.	No mould growth in kitchen or living room.
Kitchen tiles painted	Kitchen tiles is good condition.
Issues with mice due to holes behind cabinets and washing machine.	No issues with pests
Kitchen has a stand-alone cooker.	Kitchen has an integrated gas cooker with a digital, modern oven
Old carpet with parts coming off	Panelled floors
Boiler that breaks down every year	Has not had a boiler related call out for years

The Landlord's Evidence

16. The landlord's agent states that the subject property is double glazed, and it does not have central heating. The landlord indicates it has provided the carpets, curtains and white goods by ticking the relevant boxes.
17. Regarding the repairs, maintenance and the condition of the subject property, the landlord states as follows:
 - 17.1 The boiler was replaced in August 2019;
 - 17.2 A new wash hand basin and vanity unit were fitted in March 2025;
 - 17.3 New windows fitted in the living room and bedrooms in February 2020;
 - 17.4 Two kitchen units were replaced in April 2022; and
 - 17.5 New kitchen work top and remaining base units (the date of installation is not stated).
18. It is accepted that during a mid-term inspection the tenant reported mould in places, replacement window seals were required, and a new extractor fan is needed.
19. As to the location, the landlord's agent states that Crystal Palace station is 0.4 miles away, Anerley station is 0.3 miles away, shopping facilities and Crystal Palace park are in close proximity.
20. The landlord has provided wide-angled photographs of the subject property.
21. The Tribunal also considered the landlord's comparable evidence, namely:
 - 21.1 Two bedroom flat in Anerley Park, 0.6 miles from the subject property, advertised at £1,700 per month, with one wide-angled photograph; and
 - 21.2 Two bedroom flat in Thickett Road, SE20, 0.48 miles from the subject property, advertised at £1,750 per month, with two wide-angled photographs, including one photograph showing the kitchen is modernised and in a very good condition.
22. The landlord had the option of submitting a reply, but it did not challenge the tenant's assertion that a neighbouring property in the same block was let at £1,500.

The Law

23. The rules governing a determination are set out in section 14 of the Housing Act 1988. In particular, the Tribunal is to determine the rent for at which the subject property might reasonably be expected to be let in the open market 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 improvements or failure to comply with the terms of the tenancy.

Determination and Valuation

24. In light of the parties' evidence, including the comparable evidence, and in addition, our own expert, general knowledge of rental values in the area, we make the determination set out below.
25. We found the landlord's comparable evidence to be of limited assistance. Unlike Anerley Road where the subject property is situated, Anerley Park and Thickett Road are entirely residential street and more amenable. Thickett Road has a park at the end of the street.
26. We consider that the open market rent for the subject property in good tenable condition is £1,500 per month. This is based on the tenant's comparable property, which we found persuasive because it is a neighbouring flat, within the same block as described by the tenant in his table reproduced at paragraph 14 above.
27. In the subject property's current condition however, in particular with an outmoded kitchen (notwithstanding some units are relatively newly installed), and suffering from mould arising from leaks into the subject property, we do not consider the subject property would attract that open market rent. In our judgement, the landlord would need to offer a discount to secure a letting. We assess that discount to be approximately 10%.
28. The full valuation is shown below:

Market Rent	£1,500 per month
Less	
Less adjustment for general condition (approx. 10%)	(£150)
	<u>£150</u>
	£1,350

Decision

29. The Tribunal therefore determines 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 £1,350 per month.
30. We appreciate that this represents a reduction when compared to the current rent, but for the reasons stated above, we consider a reduction is appropriate. This reduction reflects the condition of the subject property. While we note there is an apparent discrepancy between which party supplied some or all of the soft furnishings and white goods, we do not consider that has any impact on the valuation. That said, we prefer the information supplied by the tenant, because it is particularised, rather than the more general information provided by the landlord.

31. The Tribunal received no evidence of undue hardship, and therefore directs the new rent of £1,350 per month to take effect on 1st September 2025, being the date specified in the landlord's notice proposing a new rent.

Name: Judge Tueje

Date: 11th December 2025

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 First-tier Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).