FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AX/MNR/2025/0930**
Property	**:**	**Flat 2, Earlsfield House, Royal Quarter, Seven Kings Way, Kingston Upon Thames KT2 5BG**
Tenant	**:**	**Imane Hoummi Homi**
Landlord	**:**	**Leonard De Lange c/o Lawhive Legal Ltd**
Date of Objection	**:**	**14 June 2025**
Type of Application	**:**	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal	**:**	**R Waterhouse FRICS** **J Francis QPM**
Date of Full Reasons	**:**	**5 December 2025**

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DECISION

The Tribunal determines a rent of £1821.25 per month to be paid from 1 August 2025 under the Housing Act 1988 section 13.

Full Reasons

Background

1. A Notice dated 3 June 2026 was served by the Landlord under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2100.00 per month in place of the existing rent of £1600.00 per month to take effect from 1 August 2025. The tribunal interprets the date of the notice to be 3 June 2025 as being the most obvious intended meaning.

2. An application dated 14 June 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, a copy of the tenancy agreement which was initially commenced on 1 June 2015 with a contractual period terminating on 31 May 2016.

4. Directions were issued to the parties on 26 September 2025.

Inspection

5. The Tribunal did inspect the property before making the determination on the papers. The property is located on the ground floor of the Earlsfield Block, which in turn forms a block within a development known as Royal Quarter. The property is accessed via a communal hall passage area which is in good condition. The property is a ground floor flat. The central hall leads to a living room with kitchen off. The kitchen is functional it was noted the work surfaces were damaged, and the washing machine had a rusted hole in it. The cooker, hob, refrigerator and washing machine are the landlords. The living room has laminate flooring; the flooring is functional but in places worn. Around the edge of the flooring there are gaps between the laminate floor and the skirting boards. The flat has two bedrooms, one bedroom has an ensuite shower, and the other bedroom no ensuite. The ensuite has a broken grill on the extractor fan. There is a separate bathroom with extractor fan, there is evidence of rusting within the bathroom ceiling. No mould of significance was noted. The property is heated with electrical storage heaters, these are present in the rooms, the bathroom has an electric towel rail. The property opened out onto a small patio which immediately beyond is the communal area.

6. Present at the hearing were: the applicant Imane Hoummi Homi. The landlord's solicitor was present but was not permitted to enter the flat by the tenant.

Submissions

Applicant Tenant

7. The applicant tenant provided several documents to the tribunal including the Notice of Increase, the tenancy agreement, a Reply Form, and a Reply to the Landlords evidence.

8. The Reply Form noted the applicant requested an inspection but not a hearing. The Reply Form describes the property as a flat, located on the ground floor, the accommodation is set out as living/dining area, kitchen, bedroom 1, bedroom 2, and bathroom.

9. The Reply Form notes the landlord supplied central heating, double glazing, and that the tenant supplied carpets and curtains. The Reply Form notes the presence of "white goods" that is a built-in fridge freezer but does not allocate ownership to it. Additionally, there is a private patio and a communal garden.

10. The tenant has indicated they have carried out the following repairs during the tenancy;

- Repair to toilet system
- Repair to electrical outlets
- Repair to window and door locks
- Replacement kitchen hob
- Installation of extractor hood, lighting in the lounge and smoke alarm in the hallway
- Replacement fridge freezer
- Replacement oven
- Instruction of pest control
- Replacement dishwasher
- Replacement heating system

It was noted in respect of the repairs/improvements; "all of the above works were arranged by myself, the tenant, after repeated requests to the landlord went unanswered. As the landlord failed to take responsibility for essential repairs, the associated costs were deducted from the rent with prior notice to the landlord."

11. In terms of defects the tenant cited a persistent issue with damp and mould particularly present in the bedrooms and bathrooms.

12. The tenant also included a witness statement dated 29 October 2025 with exhibits, which the tribunal has considered carefully. An exhibit shows details of a 2-bedroom, 2-bathroom flat in postcode KT2 that is said to be let.

Respondent Landlord

13. The respondent landlord submitted a completed Reply Form undated. The Reply Form notes the landlord does not request an inspection or a hearing. The Reply Form detailed the landlords view of the size of the property giving room by room areas.

14. The landlord says they supplied the central heating, double glazing and carpets and curtains, and white goods. The landlord notes that the tenant has access to a gym in the basement.

15. The landlord Leonard De Lange completed a witness statement, within which it is asserted the original rent was £1600 per month and it has not been increased since the commencement of the tenancy until this Notice. The witness statement includes marketing details of properties, 2 bedroom and 2-bathroom flats said by the landlord to be similar. These range in price from £1775 to £3100 with the average at £2453 per month. There is an exhibit to the witness statement which shows an internal plan and photographs of a property.

16. The landlord notes the laminate flooring was added 4 years ago and the property painted 6 months ago.

Tribunal finding of fact

17. The tribunal finds following inspection the flat to be a ground floor, two bedroom one with ensuite, a family bathroom, living room and kitchen. There is a private patio area accessed from the living room. Additionally, there is a car space in the basement, and the tenant has access to the gym in the building.

18. The landlord's statement has an exhibit accompanying it. The exhibit contains a plan and the internal photographs which purport to relate to the subject property. An assertion the tenant disagrees. The tribunal has inspected the property and is familiar with the layout and condition as at the date of inspection and does not make a finding whether the plan and photographs relate to the property.

19. The tribunal finds the provision of central heating is not by the tenant and so resides with the landlord, additionally that the cooker, refrigerator and washing machine are the landlords.

20. The tribunal does not make a finding of fact in relation to the laminate flooring replacement date, nor the internal painting, for the purposes of the determination the tribunal inspected the property and is aware of the current condition of the flooring and decoration.

Analysis and Value

21. The tribunal has considered all the submission made to it prior to the determination of the 5 December 2025. Omittance of a specific reference to an item in the submission should not be taken as meaning the tribunal has not seen the information nor that the tribunal has disregarded it. first in consideration of the comparables presented by the landlord.

22. Bramber House is a two-bedroom, two-bathroom second floor property, balcony and gym access asking £2350 per month. Condition appears good.

23. A fifth floor flat asking £2200 per month, balcony two bedrooms one ensuite.

24. A two-bedroom, one ensuite bedroom, at Queenhurst asking £2600 per month excludes car parking but gym and cinema included.

25. A two-bedroom one ensuite, balcony, new development asking £3100 per month, includes gym.

26. A two-bedroom, one ensuite, balcony asking £2700 per month and car parking.

27. Queenshurst development two-bedroom, one ensuite, balcony, asking £ 2700 per month.

28. Two-bedroom apartment with gym access asking £1775 per month location not know.

29. Medway House, parking two bedroom, one with ensuite and balcony. Asking £2450 per month.

30. The comparables are drawn from similar blocks in the vicinity. The subject property has access to parking and gym. The tribunal determines that a similar apartment from the comparables would rent for around £2350.00 .

31. The subject property has differences from the majority of the comparables which have balconies. A flat above the ground floor has advantages of privacy. The tribunal deducts 10% for this.

32. There are several properties available in the area that appear in good or very good condition. The subject property while functional and tidy, has signs of wear. Given the competition in renting in the area the tribunal deducts 12.5% for this.

Value of comparable upper floor flat in good condition £2350.00

Deduction for ground floor 10%
Deduction for condition 12.5%

Total deduction 22.5%	£ 528.75
Rental value of property.	£1821.25

Undue Hardship

33. The tenant made application for hardship within their witness statement of 29 October 2025. In the absence of any evidence to substantiate the claim, the tribunal cannot make a finding as to whether undue hardship was present given the rent increase.

Decision

34. The Tribunal determines £1,821.25 per month from 1 August 2025 in accordance with section 13 of the Housing Act 1988

Chairman: **R Waterhouse FRICS**

Date: **5 December 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.