



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

Case Reference : **LON/00AF/MNR/2025/0900**

Property : **Flat 2 245 Beckenham Road
Bromley BR3 4RP**

Tenant : **Mr John Dahl & Mrs Sangeetha
Dahl**

Landlord : **Park Estates Limited**

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

Tribunal Members : **Mrs E Flint FRICS
Mr N Miller BSc**

**Date and venue of
Hearing** : **4 December 2025
10 Alfred Place London WC1E
7LR**

**Date of Summary
Reasons** : **10 December 2025**

DECISION

**The Tribunal determines a rent of £1,000 per calendar month with
effect from 28 July 2025**

Background

1. On 9 June 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1900 per month in place of the existing rent of £1400 per month to take effect from 28 July 2025.
2. On 21 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.

Inspection

3. The Tribunal inspected the property on 4 December 2025. It is situated on a main road. The ground floors of the building and adjacent property at No. 243 were boarded up. There were several shops/cafes within the remainder of the terrace.
4. The flat is approached via a steep staircase which although carpeted was clearly in need of cleaning. The handrail on the stairs was difficult to hold.
5. The flat originally comprised an "L" shaped living room with double bedroom off. A stud wall has been erected by the landlord to create a second separate room overlooking the main road which has resulted in the main living room space having no natural light or ventilation and consequently this room no longer provides the requirements necessary for a habitable room. There was a kitchen, the fitted units were dated. In the bathroom/wc to the rear of the flat there was an electric shower over the bath, there was rust around the base of the taps. The seals of all the windows had failed.

Evidence

6. The Tribunal received written submissions from the Tenant, no written submissions were received from the Landlord. The tenant attended a face to face hearing, the landlord was not represented at the hearing.
7. At the hearing the tenant referred to his written submissions and expanded those submissions to the Tribunal.
8. The flat had been let and occupied as a one bedroom flat until after the present landlord acquired the building, which was in the process of being converted to a House in Multiple Occupation. This had resulted in him being unsure who was coming and going within the building.

9. The landlord had erected a wall dividing the living room into two rooms and describing the flat as being a two bedroom flat thereafter. Consequently, the two rooms overlooking the main road had windows but the newly created room had no natural light or ventilation. The seals on the double glazed windows had all failed. The handle on the bedroom window was defective and there was damp in the two front rooms and bathroom. The electric heating was expensive to run.
10. The tenant referred to five comparable one bedroomed flats and a two bedroom flat in the BR3 postcode. The best comparable was in High Street Beckenham above commercial premises which was available at an asking rent of £1100 per month. Two of the comparables had asking rents of £1300 per month however one was purpose built with a balcony and communal gardens, the other had both a garden and parking space, a modern flat on the High Street was available at £1350 per month. The final comparable nearby at £1400 per month was centrally heated and had a garage and garden. The two bedroom flat was available to rent furnished at £1400 per month.
11. The landlord had increased the rent to £1400 per month when the internal alterations were made. The tenant stated that he had struggled to pay the rent which represented a 40% increase on his previous rent.
12. The tenant explained his financial position, giving details of his monthly wages net of tax, the Universal Credit he received and outgoings related to council tax, water bill, train travel to work and taking the children to school. The remainder was eked out to cover all other outgoings e.g. food and clothing.

Determination and Valuation

13. Having considered the comparable evidence proved by the tenant and using our own expert, general knowledge of rental values in Beckenham, we consider that the open market rent for the property in good tenantable condition would be in the region of £1100 per calendar month. However, the flat is not in the same condition as those available on the open market and in addition now has a large area, giving access to the two front rooms which has no ventilation or natural and therefore is more akin to a large storage area. We have adjusted the rent to reflect the current condition and layout and determine that the rent at which the subject property might reasonably be expected to let on the open market by a willing landlord under an assured tenancy was £1,000 per month.

Decision

14. The Tribunal directs the new rent of £1,000 be effective from 28 July 2025 in accordance with the date in the Landlord's Notice of Increase.

Chairman: E Flint

Date: 10 December 2025

ANNEX - RIGHTS OF APPEAL

I. 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>

II. 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.

III. 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.

IV. 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.

Appendix

Housing Act 1988

14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee 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—

- (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.

(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.

(4) In this section “rent” does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements....

(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 ... 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