

FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AH/MNR/2025/0962**
Property	**:**	**14 Percy Road, South Norwood, London, SE25 5NA**
Tenant	**:**	**Ms Chifundo McPherson**
Landlord	**:**	**Ms Sandra Webb**
Type of Application	**:**	**Section 13 Housing Act 1988**
Tribunal Members	**:**	**Judge N Hawkes** **Mr P Morris FRICS FAAV FALA**
Date and venue of Consideration	**:**	**29 January 2026 at 10 Alfred Place, London WC1E 7LR**
Date of Summary Reasons	**:**	**04 February 2026**

DECISION

The Tribunal determines a rent of £1,250 per calendar month with effect from 2 November 2025

SUMMARY REASONS

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Background

1. On 2 September 2025, the Landlord served on the Tenant a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,800 in place of the existing rent of £1,250 per month, to take effect from 2 November 2025.

2. On 10 September 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 11 September 2025.

The law

3. The Tribunal carried out its valuation in accordance with section 14 of the Housing Act 1988, which includes provision that:

> *(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*
> *(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.*
> *…*
> *(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, in respect of*

council tax 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.

The hearing

4. A hybrid hearing in this matter took place on 29 January 2026, at 10 Alfred Place, London WC1E 7LR. The Tenant attended the hearing by video. The Landlord did not attend and was not represented.

5. The Case Officer informed the Tribunal that she had spoken to the Landlord by telephone on the morning of 29 January 2026 and that the Landlord had confirmed that she was not going to attend the hearing.

6. Accordingly, having considered rule 34 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal is satisfied that the Landlord was aware of the hearing and that it was in the interests of justice to proceed with the hearing in the Landlord's absence.

Inspection

3. The Tribunal carried out an inspection of the property on 29 January 2025. The Landlord arrived as the Tribunal was leaving the property, having finished the inspection.

4. The property is a two-bedroom late Victorian or early 20th century terrace house comprising a living room and kitchen, a WC, and a conservatory leading out onto a private garden at ground floor level. There are two bedrooms and a bathroom on the first floor.

5. The standard of the property was well below the standard which is usual for a modern letting at a market rent.

6. In several places, there were structural defects such as cracked lintels and cracks in the walls. There was evidence of both rising and penetrating damp with the consequence that black mould could be seen in multiple places throughout the property.

7. The extractor fan in the bathroom was out of order, and the Tribunal observed an electric dehumidifier on the ground floor (provided by the Tenant) which the Tenant stated had to be in constant use. On the upper floor, two non-electric dehumidifiers (also provided by the Tenant) were in use. Despite the fact that the inspection took place on a cold January day and despite the use by the Tenant of three dehumidifiers, windows at the property were partially open to provide ventilation.

8. The Tribunal is satisfied on the balance of probabilities that the only potential contributory factor on the part of the Tenant and her household was the temporary placing of boxes so as to obstruct one of the airbricks at the Property. However, given the nature and extent of the rising and penetrating damp caused by structural disrepair, this conduct on the part of the Tenant is unlikely to have had a significant impact.

9. The original carpets provided by the Landlord were in poor condition. The kitchen sink was leaking at the time of the Tribunal's inspection and clearly had been leaking for some time because the waste unit and the shelf below were damaged. Black mould was observed in the kitchen and living room and there were cracks in the kitchen/living room ceiling. Some of ceiling lights at the property not working.

10. The conservatory was in an extremely poor state of repair with plaster coming away from the walls of the house, due to extensive water penetration and water ingress.

11. In the hallway, there was a hazardous hole in the floorboards and signs of woodworm. It was unclear whether or not the woodworm had been treated by the Landlord. The Tenant stated that it was necessary to wear shoes on the staircase as protection from nails.

12. The only radiator in the main bedroom had come off the wall and attempts to refix it appeared have been unsuccessful due to the very poor state of the plaster, which was crumbling. Evidence of water ingress through the ceiling of this bedroom was observed and the (landlord's) curtain rails were starting to come away from the wall due to the poor state of the plaster.

13. The bathroom and kitchen were both dated and not in the condition which is usual for a modern letting at a market rent. In the bathroom, the toilet seat was broken, the floor was uneven, and there were areas of black mould. There was modern tiling in the bathroom, but this was a Tenant's improvement which the Tribunal must therefore disregard in carrying out this valuation.

14. The exterior of the front of the property was slightly below the usual standard for a modern letting at a market rent. In the rear garden, decking was broken and potentially hazardous.

Evidence

15. The Tribunal has taken into consideration the written submissions provided by both parties, save that (i) we have not placed any weight on the comparable evidence provided by the Tenant because it relates to flats and the subject property is a house; and (ii) the Landlord's submissions, in part, appear to relate to the considerations which would

potentially apply to a claim for damages for breach of repairing covenant and the Tribunal has only taken them into account insofar as they are relevant to this jurisdiction and are consistent with the Tribunal's findings on inspection.

16. At the hearing, the Tenant gave evidence, which the Tribunal accepts, she has provided the furniture, furnishings (including rugs) and white goods at the property.

Determination and Valuation

17. Having consideration of our own expert, general knowledge of rental values in the area, we consider that the open market rent for the property in good tenantable condition would be in the region of £1,675 per month, unfurnished. From this level of rent we have made adjustments in relation to:

- Disrepair £300
- The dated condition of the kitchen £120
- The dated condition of the bathroom and disregarding Tenant's improvements to tiling £100
- Provision of white goods by the Tenant £20
- The other matters set out above £130

18. The full valuation is shown below:

	Per calendar month
Market Rent	£1,675
Less	
The deductions set out at 17. above)	£670
	£670
	£1,005

7. The Tribunal determines that the market rent for the property is £1,005 per calendar month.

Decision

8. 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 £1,005 per calendar month.

9. The market rent is less than the current rent so the rent increase will not take effect and the applicable rent will remain £1,250 per calendar month. The Tribunal having determined that the market rent is less than the current rent, both parties may wish to obtain independent legal advice. The Case Officer will be asked to provide the parties with a list or organisations which may be able to provide independent legal advice, some of which may be able to do so free of charge.

Tribunal: Judge N Hawkes **Date:** 04 February 2026

APPEAL PROVISIONS

These summary reasons are provided to give the parties an indication as to how the Tribunal made its decision. If either party wishes to appeal this decision, they should first make a request for full reasons and the details of how to appeal will be set out in the full reasons. Any request for full reasons should be made within a month. Any subsequent application for permission to appeal should be made on Form RP PTA.