



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

Case Reference : **LON/00AY/MNR/2025/0978**

Property : **Flat 3, 3 Romola Road, London
SE24 8BA**

Tenant : **Ms Catarina Figueira da Silva**

Landlord : **Mr Fernando Brown**

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 £1,400 per calendar month with
effect from 28 September 2025**

SUMMARY REASONS

Background

1. On 12 August 2025, the Landlord served on the Tenant a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,500 in place of the existing rent of £1,400 per month to take effect from 28 September 2025.
2. On 17 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 18 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 face-to-face hearing in this matter took place on 29 January 2026 at 10 Alfred Place, London WC1E 7LR. The Tenant attended the hearing in person. The Landlord did not attend and was not represented.
5. The Tribunal simultaneously notifies parties of hearing dates and there was no known reason why the Landlord did not attend. Accordingly, having considered rule 34 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the Tribunal is satisfied that it was in the interests of justice to proceed with the hearing in the Landlord's absence.

Inspection

6. The Tribunal carried out an inspection of the property on 29 January 2025, in the presence of the Tenant. The Landlord did not attend the inspection.
7. The property is a second floor flat in a three-storey period conversion. The living accommodation comprises one bedroom, a bathroom, a reception room, a kitchen and a small hallway. The bathroom showed signs of damp caused by condensation.
8. The property is subject to an Improvement Notice which was served by the London Borough of Lambeth on 26 June 2025.

Evidence

9. The Tribunal has considered the Tenant's Reply Form, the submissions made by the Tenant at the hearing, the Improvement Notice dated 26 June 2025, and the Tribunal's findings on inspecting the property. No written submissions were provided by the Landlord.

Determination and Valuation

10. The Tenant stated at the hearing that, of the works set out in the Improvement Notice dated 26 June 2025, only window repairs have been completed. The Tribunal's inspection confirmed this. In our judgment significant cracking at the property would reduce its market value and, additionally, superficial repairs are needed in order to bring

the property to the condition which is usual for a modern letting at a market rent.

11. The Tenant also gave evidence which the Tribunal accepts on the balance of probabilities that she has provided the furniture, furnishings and white goods at the property (but not the cooker). In the case of a modern letting at a market rent these items are usually provided by the landlord.

12. Having considered 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 £1,450 per calendar month unfurnished. From this level of rent we have made adjustments in relation to:

- Disrepair £100
- The provision of white goods (other than the cooker) by the tenant £15

13. The full valuation is shown below:

	per calendar month
Market Rent	£1450

14. *Less*

Repairs required to bring the property to a good lettable standard	) £100
Tenant's provision of white goods (except cooker)	) £15
	<u>£115</u>
	£1335

7. The Tribunal determines that the market rent for the property is £1335.

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 £1,335 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 £1,400 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.