

FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**TR/LON/OOAZ/MNR/2025/0683**
Property	**:**	**24 Forest Lodge, Dartmouth Road, London, SE23 3HY**
Tenant	**:**	**Kristin Hoess**
Landlord	**:**	**Mr & Mrs Ari**
Date of Objection	**:**	**17 December 2024**
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	**:**	**18 February 2026**

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DECISION

The Tribunal determines a rent of £1400 per month to be paid from 19 January 2025 under the Housing Act 1988 section 13.

Full Reasons

Background

1. A Notice dated 29 November 2024 was served by the Landlord under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1400.00 per month in place of the existing rent of £1200.00 per month to take effect from 19 January 2025.

2. An application dated 17 December 2024 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 19 September 2014 with a contractual period of one month then reverting to a monthly periodic tenancy.

4. The Application was received 17 January 2025. Directions were issued to the parties on 4 April 2025 requiring the Tenant to submit their reply form and further comments by 9 May 2025.

5. The tenant emailed the Tribunal 14 May 2025 asking for an extension of three weeks due to personal circumstances. There was at this stage no response from the landlord.

6. The Tribunal by amended directions of 20 May 2025, extended the deadline for the tenant to supply their reply form and make further comments to 4 June 2025.Likewise the deadline for the landlord's optional reply extended to 11 June 2025. The Tribunal provided the case would be determined on written representation in the fortnight from 16 June 2025.

7. The tenant approached the Tribunal on 5 June 2025 by telephone stating they were suffering from mental health issues, and that they had also experienced computer problems so could the submission deadline be extended.

8. The Applicant completed a reply form on 6 June 2025 and requested a hearing and inspection that was scheduled for the 18 September 2025.

9. This did not proceed for reasons that were unclear.

10. The Applicant Applied on 17 October 2025 for an extension of time to file an amended reply form and further evidence and applied again on the 7 November for an extension to file an amended form and further evidence by 27 November 2025. The landlords objected to this.

11. The procedural Judge O'Brien refused, the extension of time and ordered that the parties must return the listing questionnaire to the Tribunal by the 28 November 2025.

12. The Tribunal informed the parties that the hearing and inspection will take place on 27 January 2026 with the hearing at 10:00am and the inspection between 12:30 and 13:00pm.

13. On the 26 January 2026 the Applicant wrote to the Tribunal making a case management application requesting the set aside of the refusal of extension of time accompanied by a three-page set of reasons. The landlord objected on 26 January 2026.

14. Procedural Chair Waterhouse on the 26 January wrote ordering that the Applicant make their pleadings in respect of the appeal against an extension of time at the hearing of the 27 January 2026 as a preliminary matter.

15.The Tribunal has read the submissions and correspondence and has limited the consideration and decision with matters pertinent to the determination under the Housing Act 1988.

The Hearing

Preliminary Matters

16. The Tribunal heard the submissions on the tenant's application to postpone and the landlord's objection. The Tribunal considered the delays already incurred and determined that it was in the interests of justice to proceed.

Submissions

Applicant Tenant

17. 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.

18. The Reply Form noted the Applicant requested an inspection and a hearing. The Reply Form describes the property as a third floor flat under a flat roof comprising two bedrooms, one kitchen, one living room, and a bathroom. There is no lift.

19. The Reply Form notes the accommodation in terms of the size or each room their nature and condition. Of particular relevance is the tenant's assertion of the presence of mould.

20. The tenant has indicated they have carried out the following repairs or improvements during the tenancy;

- Painting the lounge
- Painting the kitchen
- Replacement of the previous dated curtains by wooden blind and a blackout roller

21. The landlord supplied the white goods and a table and four chairs in the kitchen.

22. The tenant has obtained a number of reports that indicate the presence of mould throughout the property.

23. The tenant contended that mould spores had been detected by different professional investigative organisations.

24. The sources of the mould spores in particular were around in opening in the floor or walls namely around the stop cock in the kitchen, adjacent the WC- where an old pipe had been recently blocked off by the landlord in an attempt to mitigate , under the bath , under the area of floor adjoining the bathroom , in the back bedroom and from the dry lined walls.

25. The tenant asserts the property lacks heat and sound insulation which is detrimental to the quality of their occupancy and health

26. Within the main back bedroom, the tenant asserted that mould had been present adjacent the built-in wardrobes.

27. As at the date of the notice the tenant asserted the boiler was old and inefficient it eventually being replaced in August 2025.Additionally it was contended, the front bedroom window being drafty at time of notice of increase.

28. In summary the tenant asserts the two bedrooms are adversely affected by mould they are unliveable. That other areas of the flat exhibit mould and that overall the issue has caused considerable distress and health issues over a significant period of time.

Respondent Landlord

29. The Respondent landlord submitted a completed Reply Form. 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.

30. The landlord says in respect of the living room; the window had been repaired and that an inspection was carried out by a surveyor on 7 March 2025 and no defects were found. The kitchen is said with its white goods to be modern and in working order. The principal bedroom has had vents added 7 March 2025 and the landlord's surveyor indicates no presence of damp or mould. An ill-fitting door was repaired at the same time. The second bedroom had vents added also on 7 March 2025 and the landlord asserts no damp or mould present. The bathroom the landlord asserts is in good condition, there is a pipe that suffers from condensation but no leaks present. The landlord confirms the tenant has replaced the curtains with their own blinds.

31.The landlord with the Reply Form submitted several Appendices

A was correspondence relating to the window repair in the lounge

B Damp report dated 7 March 2025
C Response concerning Tenants claims of Mould
D Bathroom leaking pipe correspondence
E Rental levels of properties said to be similar – the evidence contained general levels and specific examples of properties to let £1850 , £1950, flats and a terraced house at £2000 pm.

32. The landlord gave a summary of the rental history of the flat. In 2010 at a rent of £910.00 , then 2020 £1085 pcm, reduced to £985 pcm in 2022, then in January 2022 £1100.00.

33. The Respondent says that a builder was instructed to lift a floorboard by the bathroom and a growth of mould around the size of 50 p was found.

34. Additionally, the Respondent took advice from a building surveyor and dry lined the flank external wall with insulated plaster board.

35. The Respondent reports the roof of the block was replaced in 2009, it had failed in some areas but not over the subject flat.

36. The Respondent confirmed the fridge had been repaired in summer of 2025 and the boiler replaced during the same summer.

37. The interior dry lining had been installed in 2022, but opinions sought by the Respondent indicated the vents should be uncovered, this was done on 7 March 2025.

38. The Respondent notes that trees at the rear of the property were pollarded and one diseased tree was removed.

39. In respect of the iron pipe in wall by WC the Respondent landlord submitted this was not leaking but merely condensation. The pipe has at the date of the hearing been capped.

40. In terms of rental value the landlord considers £1750 per month is realistic.

Inspection

41. The adjourned inspection took place on 18 February 2026 at 1015AM. Present were the Applicant Ms Hoess, supported by a friend, the Respondent Mrs Ari , and the Tribunal. The weather was dry, slight breeze and cold.

42. The Forest Hill Lodge is a little way up hill of the station of Forest Hill. It is a three-storey block built in the 1930s, that sits in its own grounds and set back a little from the main road. Opposite the front of the building is a school. To one side are residential houses, the other residential block of flats and behind residential buildings dating to the 1860s. At the rear of Forest Hill Lodge is a boundary fence/ hedge, within which were one mature plane tree, two trees that had been pollarded and the remains of others that had been removed.

43. The external inspection shows the front of the building is of solid brick construction without render, the windows are UPVC double glazed. One side flank is without render still exposed brick work, each flat having a vent to the side wall. The other end of the building is rendered in concrete. This wall has vents for each flat. The concrete render appears stained down the middle of the exterior wall to around the level of the floor of the subject flat.

44. The flat is accessed through a communal front door which serves 6 flats through to a hall and onto stairs. The stairs are concrete and the common parts are clean and in good decoration. The properties accessed from the communal stairs mainly have their original 1930s doors.

45. The door to the flat leads to a small hallway. The hallway leads first to a kitchen at the rear of the property. This kitchen in turn has a door which leads to an external balcony. The balcony has decking which is rotten in places.

46.The exterior of the flat as viewed from the balcony shows painted render. In places there is minor cracking. Additionally, a gutter down pipe can be seen its proximity would be outside the main bedroom of the flat,

47. The kitchen has units and white goods supplied by the landlord which appear in good condition. There is evidence of paint peeling around the inside of the window frames and slight cracking above the external door. The UPVC windows do not have trickle vents. The stop cock for the property is located behind panelling at the base of the kitchen near the window, inspection shows that the boxed in area contains debris. There is no mechanical extractor fan in the kitchen.

48. Next along the hall is the bathroom. The bathroom has painted floorboards, the bath has a handheld shower, there is a WC and basin. These items are functional but dated. Adjoining the WC is a set of pipes boxed in, the cover of which removed allowed visual inspection, this showed an old iron pipe and the area contained dust and debris. An inspection hatch was opened under the bath to show stained original soft wood joists. There were dust and some debris under the bath area. The window is double glazed but no trickle vents, some evidence of paint peeling around the window. The Applicant raised a floorboard adjoining the bathroom, within the hallway. The space under the floors was filled with brick or block rubble. There is no mechanical extractor fan in the bathroom.

49. The back bedroom is next to the bathroom, this has sanded and varnished original floorboards. The window is double glazed but no trickle vents. The external flank wall has been dry lined with plaster board and painted. The vent at the top is present which takes and receives area to the outside. There is no vent at the base of the wall, The end of the flank wall is solid construction without the dry lining. There are built in wardrobes. The room smells different from the rest of the flat. This room is not currently used.

50. The front bedroom, also shares the exterior flank wall. This too has been dry lined and is vented at the top to the outside but no vent lower down. There is a sliding wardrobe present, within which is the gas boiler to the property which

appears new. The front bedroom looks over the school. The windows are double glazed without trickle vents. This room is used only for storage,

51. Next is the living room, this has only one external wall that at the front. Again, the window is double glazed with no trickle vents, the room has the original fireplace, which appears not to be blocked off. The room has sanded varnished floorboards. The landlord supplied the built-in lower level cupboard with shelving above and the blinds.

What date should the physically circumstances of the flat be taken.

52. The landlord's notice is 29 November 2024 with a proposed effective date for the new rent being 19 January 2025.

What are the physical characteristics of the flat at the effective date of the rent 19 January 2025?

Findings

General specification of the flat

53. The Tribunal finds the property to be a centrally heated third floor two-bedroom, one kitchen and one living room flat. The block doesn't contain a lift. The kitchen to be not new but adequate and functional for nature of flat. The bathroom tired compared with modern bathrooms. The decoration in places flaking but not significantly. The boiler to be old and needing replacement.

Mould issue structural predisposition

54. There has been considerable conflicting evidence on this point. The Tribunal observes from the inspection that the flank wall of the development has been rendered in concrete, and this has staining from the top down to floor level of the flat the staining starting at roof level.

55. The Tribunal also observes that there are two sections of the flank wall which are proud of the dry limning and appear to be the direct solid structural wall.

56. The Tribunal also observers that the UPVC windows have no trickle vents.

57. What is seen is that efforts have been undertaken to mitigate a problem by the installation of the plaster board.

58. The Tribunal observes that there is only one vent in the plaster board one in each wall of the two bedrooms.

59. So, on the face of it there are the conditions that mould could occur. This is different from there is active mould either currently or more perinatally at the effective date of the proposed rent.

60. The Tribunal finds that the physical conditions exist that could in sone circumstances lead to mould.

Is there evidence of mould?

61. The inspection by the Tribunal included various parts of the flat after being exposed. There are evidence of brick or block rubble and dust. It also shows wood stained with water. The water stains are historic and not active. Dry rot occurs when wood gets wet for an extended period then dries out. The flat has an open fireplace and various draughts. The flooring in all rooms is bare floorboards with gaps between it. So, draughts may disturb whatever dust or other material that lies under the boarding.

62. It is likely that in most properties of this age there will have experienced water ingress and at some stage mould will have developed and spores produced. The Tribunal however encountered no visible signs of mould in the property within the interior of the flat.

63. The second bedroom at the rear did have a smell different from the rest of the flat but the Tribunal finds there is no obvious signs of mould.

64. The Tribunal is also conscious that if spores where present different people are impacted to different extents.

65. The Tribunal finds no evidence of active mould on any interior surfaces of the flat.

Analysis and Value

66. The Tribunal has considered all the submission made to it prior to the determination of the 18 February 2026 and considered the evidence presented to it at the hearing and the facts obtained at the inspection. The Tribunal is conscious that the physical condition of the property must be taken at the date of the Notice of Increase of Rent which is 19 January 2025.

67. The Tribunal has considered that the determination of rent is for that of a bid from a hypothetical tenant in the market, not any specific tenant.

68. The Tribunal is of the view that an inspection of the flat for the purposes of letting by most people would not encounter any issues that would materially depart from the amenity of the flat.

69.This being the case the Tribunal is of the view that to most rental bidders where there is no perception of material detriment then the rental bid forthcoming would not be impacted adversely.

70. The Tribunal considers with reference to the comparables and the Tribunals wider expertise determines the flat in good contemporary letting condition would attract a rental bid of £ 1650.00 per month.

71. Given the condition at the effective date of notice that is dry lining without vents, old boiler and some internal decorative issues, the Tribunal makes a deduction of 15%, this equating to £247.50 per month that results in a net of deduction of £1402.50per month say £1400.00 per month.

Undue Hardship

72. There was no application made within the application for undue hardship in the application of 17 December 2024. However, the Applicant made an application for undue hardship during the hearing. The Applicant did not provide documentary evidence that a rent increase would cause undue hardship. In the absence of such the Tribunal does not alter the date the proposed rent is scheduled to come into effect.

Decision

73. The Tribunal determines £1,400.00 per month from 19 January 2025 in accordance with section 13 of the Housing Act 1988

Chairman: **R Waterhouse FRICS**

Date: **18 February 2026**

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.