



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

Case Reference : **LON/00AH/MNR/2025/0897**

Property : **Room 3, 29 Vincent Road,
Croydon, CR0 6ED**

Tenant : **Mr Clovis Tchuebe Djani**

Landlord : **Metta Logic Ltd, c/o Mr T Colgate**

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

Tribunal Members : **Mr A Parkinson MRICS**

**Date of Summary
Reasons** : **6 January 2026**

DECISION

The Tribunal determines a rent of £715 per calendar month with effect from 1 August 2025.

REASONS

Background

1. On 28 June 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £750 in place of the existing rent of £575 per month to take effect from 1 August 2025.
2. On 22 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. The Tenant's referral was received by the Tribunal on 22 July 2025.
3. Directions were issued on 19 September 2025 by the Tribunal.
4. The parties were invited to submit any relevant information and submissions. The Tribunal did not receive a completed reply form from the Tenant. Mr Colgate submitted a completed reply form on behalf of the Landlord to support their case. Mr Colgate also submitted supporting documents including the tenancy agreement between the Landlord and Tenant dated 13 August 2021, photographs and description of the property and links to other rooms advertised on spareroom.com.
5. In their reply form, the Landlord stated that they were content with a paper determination and did not require either an inspection or hearing to be held in this matter. Accordingly, neither an inspection or hearing were held and the matter was dealt with by the Tribunal on the basis of the papers.
6. The Property is a furnished double room located on the first floor of a shared house with a shared bathroom and kitchen.

Inspection

7. The Tribunal did not inspect the property but considered this case on the basis of the papers provided by the parties.

Submissions

8. The Tribunal has consideration of all written submissions provided by the Landlord and by the Tenant.
9. The Tenant states in their application that the rent does not include water charges and the Tenant neglected to indicate in their application if the rent includes council tax.

10. Mr Colgate states in his submissions that the Landlord pays the council tax and water rates along with the gas electricity and broadband bills. The tenancy agreement between the Landlord and Tenant dated 13 August 2021 states that the Landlord is responsible for paying the water, gas, electricity, council tax and broadband bills.

The Law

11. The rules governing a determination of market rent are set out in section 14 of the Housing Act 1988. In particular, the tribunal is to determine the rent at which the property might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy, subject to disregards in relation to the nature of the tenancy (i.e. it being granted to a “sitting tenant”) and any increase or reduction in the value due to the tenant’s improvements or failure to comply with the terms of the tenancy.
12. The tribunal has proceeded on the basis that the Landlord is responsible for repairs in accordance with Section 11 of the Landlord and Tenant Act, 1985.

Determination and Valuation

13. In the first instance the Tribunal determined what rent the landlord could reasonably be expected to obtain for the subject property in the open market if it were let on the determination date in the condition that is considered usual for such an open market letting. The Tribunal considered the value of the property in light of its local knowledge and experience with regard to the submissions of the Landlord and Tenant.
14. Having consideration of the comparable evidence provided by the Landlord and of our own expert, general knowledge of rental values in the area, we consider that the open market rent for the property in its current condition would be in the region of £750 per calendar month inclusive of bills.
15. A notional adjustment of £35 was made in in relation to council tax and water rates. It was necessary for the Tribunal to estimate the Tenant’s contribution to council tax and water rates in the absence of any evidence to the contrary.
7. The Tribunal therefore determines a rent of £715 (exclusive of council tax and water rates), per calendar month.

Decision

8. The Tribunal directs the new rent of £715 per calendar month to take effect on 1 August 2025 this being the date set out in the Landlord's Notice of Increase.
9. For clarity the Tribunal have arrived at a rental figure which excludes Council Tax and Water Rates – as required by Section 14(5) of the Housing Act 1988. The total rental figure including water rates and council tax charges would be £750 per calendar month

Chairman: Mr A Parkinson

Date: 6 January 2026

ANNEX - RIGHTS OF APPEAL

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 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.

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.

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. Any appeal in respect of the Housing Act 1988 should be on a point of law.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).