

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HS/LON/OOBJ/MNR/2025/1053
Property	Flat 15, Belgrave Court, Ascalon Street, London, SW8 4DJ
Tenant	Ms Beata Szukala-Doroz
Tenant's Representative	In person
Landlord	Mr Nick Donnelly
Landlord's Representative	In person
Date of Application	6 November 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	J. A. Naylor FRICS FTPI Valuer Chair Mr C Piarroux Tribunal member
Date of Decision	13 April 2026
Rent Determined	£1,653
Date the new rent takes effect	22 November 2025

REASONS FOR THE DECISION

Background

1. On 17 September 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,700 per month (pm) in place of the existing rent of £1,325 pm to take effect from 22 November 2025.
2. On 6 November 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.
3. The assured tenancy commenced on 22 July 2017 for a term of one year. The rental period is monthly. The tenancy is currently a statutory periodic.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below)

5. None.

Liability for Council Tax

6. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Inspection/Hearing

7. Neither party requested an oral hearing.

8. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.
9. There was an inspection on the property.

The Property

10. The Tribunal carried out an inspection of the Property on 13 April 2026 in the presence of the Tenant.
11. The Landlord was notified of the inspection and was in attendance.
12. On arrival the Tribunal notified the parties that they should be provided with access to all possible areas of the property but that she could not provide any additional evidence nor engage in conversation about the property nor the rental value thereof.
13. All rooms were accessible.
14. The Property is a self-contained flat offering the following accommodation:

Internally : Lounge, one bedroom, bathroom/WC, kitchen and small balcony.

Externally : Garage and communal gardens behind secure gates.

Services

The Property benefits from mains gas, water, electricity and drainage, as well as central heating and double glazing.

The Property is situated in a secure gated development in a relatively modern low-rise block with central communal gardens.

It is in an area where it is surrounded by properties varying in age and character, some of which are in industrial or commercial use.

It is clear that the area has been redeveloped in the last 40 years and is well-placed for access to transport and shopping facilities.

Evidence

15. The Tribunal's Reply forms were returned by the Tenant and the Landlord.

16. Additional submissions were also received .

The Tenant

17. The Tenant made the following comments:

18. In respect of the reply form : The Tenant stated that they would like an inspection of the property but did not want a hearing. They provide brief details of the accommodation, including a garage, and detail various disrepairs.

19. They confirm that the property has a small balcony, that there is no central heating but the property is double glazed, and the Landlord provides carpets, curtains and whitegoods.

20. By way of further submissions : The Tenant provides some comments on their health. They say that the flat is in bad condition, with cracks and mould evident, a leak in the bathroom, and a broken kitchen drawer (now fixed). They refer to a previous decision of the Tribunal in January 2025.

21. In a statement dated 23 February 2026, they refer to relationship issues between the Landlord and the Tenant, and provide WhatsApp screenshots and photographic evidence relating to the various issues.

22. The Tenant provided no specific rental evidence.

The Landlord

23. The Landlord made the following comments:

24. In respect of the reply form : The Landlord says that they require neither an inspection, nor a hearing. They provide details of the accommodation and measurements thereof. They confirm that the property is double glazed and that they have provided carpets, curtains and whitegoods
25. .Specifically, the Landlord says that the property is centrally heated.
26. By way of further submissions : In a letter dated 9 February 2026, the Landlord provides details of comparables where rents range between £1,750 and £1,900 per month. All properties are stated to be within 150m of the subject property. They provide details of the Zoopla estimate of the rent for the subject property as £1,650 per month and point to the fact that the Tenant has not provided any specific comparable evidence relating to rent.
27. The Landlord states that they are trying to improve their relationship and that they have sympathy for the Tenant's medical issues and difficulty they may experience with a rent increase.
28. In later correspondence, the Landlord provides details of the comparables to which they refer, with breakdowns thereof and commentary on comparison with the subject property.
29. The Landlord states that they believe that the rent that they ask, £1,700 per calendar month, is a minimum for this type of property.
30. The Landlord also states that they believe that there is overcrowding at the property, and provide commentary from the local authority relating thereto.
31. In a letter dated 2 March 2026, the Landlord reiterate that the Tenant has provided no evidence, that they have provided a number of comparables, and add one further comparable of a one bedroom flat renting at £2,200 per month.

Determination and Valuation

32. In consideration of the evidence provided the Tribunal makes the following comments :
33. Much of the evidence provided to the Tribunal relate to the health issues of the Tenant or the relationship between the parties and, as these are not relevant to the assessment of the open market rent, the Tribunal makes no further comment thereon.
34. The Tenant has also made reference to a previous decision and at this point, the Tribunal puts it on the record that they are not bound by any previous Tribunal decisions and have to judge this case on the evidence provided to it on this specific occasion, and reach its own conclusions thereon.
35. The Tribunal were able to inspect the property with the Landlord present and overall, they are of the view that the flat is relatively well-kept and spacious.
36. Evidence of condensation is visible and the Tribunal was able to assess the aging condition of the kitchen and bathroom, but evidence relating to past leaks or any other historic issues is not relevant.
37. The Tribunal did not see central heating within the property and understands that it may be heated by night storage heaters, and that it is these to which the Landlord has referred. Finally, the Tribunal was able to confirm the occupation of the property and is of the opinion that this might be a contributory factor in the presence of mould.
38. Relying on its own expert, general knowledge of rental values in the area, and the evidence provided by the Landlord and tenant the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,900 per month.
39. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties

40. From this level of rent, the Tribunal has made adjustments in relation to the following:

- i) Night storage heaters, as opposed to central heating.
- ii) The evidence of damp within the property.
- iii) The antiquated condition of the bathroom and fittings therein.

The full valuation is shown below:

Starting Rent	<u>£1,900</u> pcm
<i>Less</i> 13%	£247.00
<u>Market rent</u>	£1,653 pcm

Undue hardship

The Tribunal has received no submissions relating to undue hardship and therefore makes no determination in this regard.

The Law

When determining a market rent in accordance with the Housing Act 1988 Section 13 regard must be had to all of the circumstances (other than personal circumstances) including the age, location and state of repair of the property, matters contained within the rent, repairing obligations, etc. This means that issues such as the tenants ability to pay the rent or bills associated with the property are not a consideration for the tribunal in assessing the rent. They can however effect the date from which the Tribunal consider the rent is payable.

Decision

41. Therefore, the Tribunal determines the market rent at £1,653 per month with effect from 22 November 2025.

Chairman: J. A. Naylor FRICS FTPI

Valuer Chairman

Date: 13 April 2026

APPEAL PROVISIONS

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.