	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00BK/MNR/2025/0996**
Property	**Room 2, 124 Warwick Way, London SW1V 4JA**
Tenant	**Ms Isabella Pinchen**
Tenant's Representative	**N/A**
Landlord	**Mr William Ban Lao**
Landlord's Address	**4 Webster Road, London E11 4EY**
Landlord's Representative	**N/A**
Date of Application	**17 November 2025**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mrs S Phillips MRICS** **Mr O Miller**
Date of Decision	**6 May 2026**
Rent Determined	**£1,200 pcm**
Date the new rent takes effect	**12 September 2025**

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REASONS FOR THE DECISION

Background

1) On 29 July 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,000 per calendar month (pcm) in place of the existing rent of £1,100 pcm to take effect from 12 September 2025.

2) On 17 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. The original application dated 11 September 2025 was an application relating to rent notices under section 6(2) of the Housing Act 1988. The Tribunal provided the Applicant with the opportunity to submit the correct application type by 8 December 2025.

3) The assured tenancy commenced on 12 March 2020 for a term of 12 months. The rental period is monthly.

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) and the costs relating to the same.

5) No service charge is payable as part of this tenancy and no furniture was provided as part of the tenancy.

Liability for Council Tax

6) The Landlord is responsible for the payment of Council Tax in respect of the Property. The rent determined is inclusive of Council Tax.

Inspection/Hearing

7) Neither party requested an oral hearing. The Tribunal has considered this case on the basis of an inspection and the papers provided by the parties and its own knowledge and specialist expertise.

The Property

8) The Tribunal carried out an inspection of the Property on 13 March 2026 in the presence of the Tenant, the Landlord was notified of the inspection but did not attend.

9) Access was only possible to the communal areas of the property and not the specific room related to the tenancy agreement in question.

10) The Property is a terrace house which has been converted into an HMO, offering the following accommodation:

Five rental bedrooms
Two shared bathrooms
Shared kitchen, living room and dining room

Hallway
This area is tiled.

Communal kitchen, living room and dining room
There are wooden stairs leading to this area. The dining and living area are of a good size with tiled flooring. There is a fire place present in the dining room. The living room benefits from a large sash window frame with single glazing.

Within the dining room area there is significant water ingress resulting in a large amount of damage and collapsing ceiling. The step leading out to the rear yard has also been damaged as a result of this.

The kitchen is small with two electric ovens, a gas hob, sink and fridge freezer, although the tenant indicated this was not working. Some lights within this area are not working.

Communal bathroom
The shared bathroom is located on the first floor and has a large bath and sink with vanity unit and toilet. There is also built in storage. It would appear that the bath leaks into the room on the ground floor.

Room 2
This room was locked as the Landlord had ceased to give the Tenant access to it. As such the Tribunal was unable to access the area and inspect this room.

Outside: Small patio area

The Property benefits from central heating

Evidence

11) Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

12) The Tenant made the following comments:

a) Several comments on the historic relationship background with the Landlord and their son. The Tenant acknowledges that none of these matters should factor into the Tribunal's decision making.
b) References numerous repairs that the Tenant has undertaken, and that the Landlord is incorrect in stating that they carried these out.
c) Context around the flat roof issues on the extension that has been carried out which has resulted in several leaks and the ceiling now collapsing.
d) There were also submissions regarding the Tenant's inability to access the room under tenancy as the Landlord has changed the locks and refused her access to it.

13) In terms of rental evidence, the Tenant did not provide any comparables but commented on those provided by the Landlord. The Tenant stated that the comparables provided are not like for like and are based on self-contained bedsits and studio accommodation with exclusive use of facilities which does not have.

The Landlord

14) The Landlord made the following comments:

a) That the Tenant has sole access to a number of areas at the Property.
b) References to the Tenant's circumstances having changed and this being material for the purposes of the rent assessment.
c) Confirmed that the rent is all inclusive of council tax, utility bills and Wi-Fi.
d) Installation of cameras by the Tenant on the Ground and Lower Ground floors.

15) The following comparables were provided by the Landlord:

a) St. Barnabas Street – 1 bedroom end terrace at £4,853 pcm.
b) Moore House – 1 bedroom flat at £2,550 pcm
c) Ashley Court – 1 bedroom flat at £2,500 pcm
d) Vincent Square – 1 bedroom flat at £2,750 pcm
e) St. Georges Square – 1 bedroom flat at £2,509 pcm
f) Block Z, Peabody Avenue – 1 bedroom flat at £2,325 pcm

g) Ebury Bridge Road – 1 bedroom flat at £2,145 pcm.
h) Cambridge Street – 1 bedroom flat at £2,275 pcm.
i) Gloucester Street – 1 bedroom flat at £2,300 pcm.
j) Sutherland Street – 1 bedroom flat at £3,200 pcm.
k) Ashley Court – 1 bedroom flat at £2,500 pcm.

Determination and Valuation

16) The Tribunal only has the ability to review the market rent to which the tenancy agreement relates to. If the Landlord feels the Tenant is occupying other areas that they do not have a tenancy agreement for, this will need to be resolved separately.

17) The Tribunal considers the comparables provided by the Landlord to be unsuitable for the use of assessing the market rent for the tenancy agreement that is currently in place. From the Tribunal's inspection it was clear to establish that multiple people / tenants would have access to the communal areas within the property and that the Tenant does not have exclusive use of them.

18) Relying on its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,500 pcm. This is the rent we would expect the property to let for in the open market.

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

a) Disrepair and unsafe condition of the ceiling in the garden room / extension area.

The full valuation is shown below:

Starting Rent		£1,500 pcm
Less		
a) Items given under a) above	20%	£300
Market rent		**£1,200 pcm**

Undue hardship

20) The new rent takes effect from the date specified in the Landlord's Notice of Increase unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date a Tribunal makes its determination.

21) No submissions or evidence were provided by the Tenant to demonstrate any hardship would be experienced.

22) For that reason the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and accordingly sets the starting date for the new rent as 12 September 2025.

Decision

23) Therefore, the Tribunal determines the market rent at £1,200 per calendar month with effect from 12 September 2025.

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.