

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/OOBE/MNR/2026/0150
Property	Flat 2, 11 Searles Road, London, SE1 4YU
Tenant	Pauline Richards and Georgina Richards-Golding
Tenant's Representative	None
Landlord	Lifespace Rentals/Regis Group (UBK) Ltd
Landlord's Address	16–18 Warrior Square Southend-on-Sea SS1 2WS
Landlord's Representative	None
Date of Application	14 March 2026
Type of Application	Determination of a Market Rent sections 13 and 14 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS S Shaw JP
Date of Decision	12 June 2026
Rent Determined	£1950.00 pcm
Date the new rent takes effect	21 March 2026

REASONS FOR THE DECISION

Background

1. On 8 January 2026, the landlord served a notice under section 13(2) of the Housing Act 1988 which proposed a new rent of £1950.00 per calendar month (pcm) in place of the existing rent of £1700.00 pcm to take effect from 21 March 2026.
2. On 14 March 2026, under section 13(4)(a) of the Housing Act 1988, the tenants referred the landlord's notice proposing a new rent to the tribunal for determination of a market rent.
3. The tenancy commenced 21 May 2021 as 12-month contractual assured shorthold tenancy terminating on 20 May 2022. The rental period was monthly payable on the 20th of the month, initially at £1550.00 pcm.
4. The tribunal has considered all evidence submitted within the timetable set out by the Directions and subsequent oral testimony. The tribunal has not recorded all evidence submitted within the decision. The omission of a piece of evidence should not be taken that it has not been taken into consideration.
5. The tribunal did not inspect the property and determined the matter on the papers.

Preliminary Matters

6. Material received outside the Directions has not been considered.

Allocation of Repairs between Landlord and Tenant

7. The tribunal has considered the written submissions of the parties.
8. The tenancy agreement notes under [30/141] at section 8.2 "Condition of Premises , repair and cleaning:

"8.2.1 To keep the interior of the Premises including and Fixtures and Fittings in good repair and condition throughout the Term [excepting only those installations which the Landlord is liable to repair under section 11 of the Landlord and Tenant Act 1985] and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire

excepted unless the same shall result from any act or omission on the part of the Tenant or any person residing or sleeping in or visiting the Premises).”

9. The tribunal finds in the absence of alternative contention the landlord is responsible for repairs, section 11 of the Landlord and Tenant Act 1985 responsibilities and internal decoration.

Liability for Council Tax and Utilities

10. The tenancy agreement at [33/141] 8.9.2 says:

“To pay all charges in respect of gas, water and electricity consumed on the premises or for the supply of internet services and all charges in respect of any telephone installed on the Premises and the television licence fee. Charges falling due partly during and partly before or after the Tenancy will be apportioned.”

The tenancy agreement at [38/141] at 10.6 states:

“the Tenant shall pay the Council Tax in respect of the Premises provided always that in the event of the Landlord paying such tax, whether under a legal obligation or otherwise, the Tenant shall repay the same to the Landlord upon demand or a fair and reasonable proportion of it.”

Inspection/Hearing

11. The Landlord noted in their Reply Form 7 May 2026 [106/141] that the tenants were relying on much outdated information, and that a physical inspection would allow the tribunal to verify the current condition of the property and distinguish between historic and current issues.
12. The tribunal has considered the evidence and considers that the number of photographs, and their relevant descriptions provide sufficient information to make an inspection disproportionate.
13. By virtue of a decision with reasons dated 11 May 2026, the tribunal determined the rent will be determined without inspection.

The Property

Extent and Specification

14. The tribunal from review of papers finds; the property is a flat over the first and second floors comprising; one living room, two bedrooms with one ensuite, one

bathroom, and one kitchen. Access is through a shared front door before reaching the flats front door. Floor plan within bundle at [124–125/141].

Floor	Area	
First floor	Living room	
	Kitchen	
	Bathroom	
Second Floor	Bedroom 1	
	Bedroom 2 with ensuite	
Outside	Garden	
	Garage	

Improvements

15. No evidence of improvements by the tenants.

Disrepair

16. The tribunal notes a number of photographs included within the bundle [43–54/141].
17. There are issues with the windows, and a repair has been made to the flat roof. The Tenants' Response Form of 18 May 2026 with addendum [128/141], states that the photographs supplied reflect the current condition.
18. The tenants, in their "Formal Dispute of Proposed Rent Increase", list a number of issues of disrepair that they have encountered since the start of their occupancy.
19. The disrepair listed for 2026, noted an ongoing boiler issue, loud noises, reported twice, previously attended to but not fixed.
20. Additional unresolved issues are loose floorboards in the living room and water ingress. The last mice infestation was noted as being in 2025.
21. The tenants note issues with (i) kitchen sink pipework and washing machine area; (ii) damp and potential mould issues; (iii) boiler wall unit stability; (iv) holes behind units; (iv) hallway floorboards loose; (vi) cracks in walls and ceiling; and (vii) bathroom base units and en-suite shower.
22. The landlord specifically notes in their reply form [106/141], that the evidence provided by the tenants does not reflect the current condition of the property, and as a result, there is a risk that conclusions could be drawn based on outdated information. The tenants provided photographs that are said to reflect the current condition [130/141].

23. The tribunal finds that the recurrent nature of the treatment for mice infestations implies that the property may be predisposed to such infestations. . In respect of condition, the tenants have provided photographic evidence dated 18 May 2026, which the landlord has been copied into by virtue of it being in the bundle. The landlord has not contested this, nor requested the tribunal to be permit them to submit a reply of additional information. Therefore, the tribunal finds the property to be in the condition that is described by the photographs of 18 May 2026. These disrepairs include (i) kitchen sink pipework and washing machine area; (ii) damp and potential mould issues; (iii) boiler wall unit stability; (iv) holes behind units; (iv) hallway floorboards loose; (vi) cracks in walls and ceiling; and (vii) bathroom base units and en-suite shower.

Specification

24. The windows are shown [44 and 51/141] as being doubled glazed, with trickle vents. There is central fired by a gas boiler. There is no evidence on who supplied carpets, curtains, double glazing and the central heating.
25. The property has:

Specification	Provided by
Central Heating	LL
Double Glazing	LL
Carpets and Curtains	LL
White Goods	LL

Rental Evidence

The Landlord

26. The landlord proposed that the rental level of the property should be £1950.00 pcm as at 21 March 2026.
27. The landlord within their Reply Form noted the average rental level in the vicinity for similar properties were £2150.00 to £2250.00 pcm. The landlord has made some deductions to account for “general wear and tear” since the property was last refurbished and said the rental is £1950.00 pcm.
28. The landlord notes that their comparables do not have ensuites, and that the subject property is a large two-bedroom flat covering around 73 m². The landlord notes that comparable 3 is the closest in terms of size.

29. Comparable 1 is a two-bedroom maisonette flat, no ensuite, in Barlow Street London SE17 asking £2150.00 pcm.
30. Comparable 2 is a two-bedroom flat, no ensuite, on John Maurice Close SE17 asking £2150.00 pcm. This property is in a relatively new condition, and has a walk-in wardrobe.
31. Comparable 3 is a two-bedroom flat, with no ensuite, on 2 Trinity Church Square, SE1 at £2230.00 pcm. This property is recently refurbished.

Tenant's rental evidence

32. The tenants submit that the property has a number of defects and a history of disrepair and, subject to the comparables provided, proposes £1800.00 pcm. The subject property does not have built in wardrobes unlike several of the comparables.
33. The tenants submit that they reviewed comparable properties listings in SE11, SE15 and SE16 and found the range to be from £1750.00 to £1850.00 pcm with several reported to be in better condition.

Determination and Valuation

34. The valuation date is the effective date of the rent proposed in the Notice of Increase. This is 21 March 2026.
35. The tribunal values the property on the basis that;
 - (a) The condition of the property disregards any tenant's improvements; there are none in this case.
 - (b) That the terms of the tenancy are such that landlord has responsibility for repairs.
 - (c) The property has disrepair as identified above.
36. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the landlord and the tenants, the tribunal determines that the market rental of the subject Property modernised and in good order would be in the order of £2250.00 pcm.
37. From this level of rent, the tribunal has made adjustments in relation to condition and specification found above.

The full valuation is shown below:

Starting Rent £2250.00 pcm

Less 12.5% for matters in paragraph 35 above

£281.25 pcm

Market rent £1968.75 say £1950.00 pcm

Undue hardship

38. 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.
39. The tenants have asked the tribunal, within their application form, to fix a later starting date in this case. The tenants have not evidenced the alleged "undue hardship" and so the tribunal does not alter the date of the Notice of Rent Increase.

Decision

40. Therefore, the tribunal determines the market rent at £1950.00 per calendar month with effect from 21 March 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 (SI 2013/1169)) stating the grounds upon which it is intended to rely in the appeal.