

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HS/LON/OOBE/MNR/2026/0058
Property	Flat 12A, Dominic Court, 43 The Gardens, East Dulwich, SE22 9QR
Tenant	Miss Natalia Spinu
Tenant's Representative	
Landlord	Homeview Property Group Ltd
Landlord's Address	214 Stamford Hill London N16 5RA
Landlord's Representative	YA Estates 2 Ltd
Date of Application	29 December 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS C Barton MRICS
Date of Decision	19 June 2026
Rent Determined	£1750.00 pcm
Date the new rent takes effect	1 January 2026

REASONS FOR THE DECISION

Background

1. On 12 December 2026, the landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1750.00 per calendar month (pcm) in place of the existing rent of £1204.12 pcm to take effect from 1 January 2026.
2. On 29 December 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 tenancy commenced 2 May 2022 as thirty-six-month contractual assured shorthold tenancy terminating on 1 May 2025. The rental period is monthly payable on the 1st day of the month, initially at £1135.00 pcm.
4. The tribunal has considered all evidence submitted within the timetable set out by the Directions. 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 inspect the property and neither party requested a hearing so, determined the matter on the papers.

Preliminary Matters

6. Such 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 F Our responsibilities 3 Repairs that the landlord is';

Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988 applies to this agreement. This means that we are responsible for repairing and maintaining the installations in the premises which supply water, gas and electricity, and any sanitary ware (basins, sinks baths, toilet bowls, cisterns,

showers and so on), but not other fixtures, fittings and appliances for using water, gas or electricity. We will repair and maintain the installations in the premises for general heating cooking and heating water. We will take account of the age, character and life of the premises and the area they are in to decide what level of repair we need to carry out.

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

Liability for Council Tax and Utilities

10. The tenancy agreement says under E Your responsibilities 5 Council Tax “from the date that marks the start of the term of this tenancy, you must register with the council tax department or any other relevant office of the local authority to pay council tax for the term of the tenancy.”
11. Under Your responsibilities 6 Transfer and pay gas, water, electricity and phone and internet charges. The tenancy's makes the responsibility for these the tenants.
12. The tribunal finds payment of utilities and council tax rest with the tenant.

Inspection/Hearing

13. Neither party requested a hearing. The tenant within their Reply Form requested an inspection.
14. The matter was determined on the papers following the inspection.
15. The inspection found the property is located in a relatively new block, purpose built with car parking at rear. Car parking does not have allocated spaces. The communal entrance has entry phone access and stairs to second floor (top) there is no lift. The common parts are in good condition.
16. The property has double glazing and central heating.
17. The ceiling to each room has some historic staining, that appears to have occurred during leaks from the roof. These stains are pronounced but appear historic.

18. All rooms lead from the narrow entrance hall. There is a compact bathroom with no natural light comprising a shower over bath, WC and wash hand basin. The bathroom suite is dated with water dripping from taps and shower.
19. The bedroom has a radiator and double glazing and is in good condition.
20. The living room similar.
21. The flat has signs of wear and tear through. The kitchen is fitted with units. There is a washing machine which is the landlords. There is an oven and hob which are supplied by the landlord. The tenant has provided an addition Ikea shelving unit. The window which is a UPVC sash appears to be propped open indicating that it is not fully functional. Where the window appears replaced tiles on the return have been removed leaving the front facing tiles, within their edging slightly proud of the wall.
22. The tenant reports an infestation by birds in the building cavity wall adjacent to her kitchen, but observation was impossible due to limited access in the kitchen and the height of the building preventing a closer inspection.
23. The Tribunal finds the property has no signs of major disrepair internally, but with some external elements such as the window requiring attention.

The Property

Extent and Specification

24. The tribunal from review of papers finds; the property is a flat located on the second floor, comprising; one living room, one bedroom, one bathroom, and one kitchen.

Floor	Area	
Second floor	Living room	
	Kitchen	
	Bathroom	
	Bedroom	

Improvements

25. The tenant states within their application form that no improvements have been carried out by them.

Disrepair

26. The tenants Reply Form, asserted a number of issues of disrepair in detail. The following is not intended to be a comprehensive record of the items in the Reply Form.
27. The living room is said to be in a tired condition, there is water damage to window and ceiling. The landlord in their Reply Form notes the living room to be in good condition.
28. The kitchen, the window is in disrepair, tiles damaged, the laminate floor is damaged. The kitchen units are old. The oven control knobs are melted. The landlord in their Reply Form notes the kitchen is in good condition.
29. The bedroom, the window is said to be defective, and the ceiling is water stained.
30. The bathroom has ceiling damage by water staining, defective taps, and the bathroom is in a condition that would be expected for continuous occupation over a number of years. The landlord in their Reply Form notes the bathroom is in good condition.
31. There is a hallway, the paint work of which is in a scuffed condition.
32. The landlord says in their Reply Form, that there are no significant disrepairs or defects.

Specification

33. The tenant asserts the central heating is provided by the landlord, the double glazing installed by the landlord October 2022. Carpets, slatted blinds and “white goods” are also supplied by the landlord.
34. The landlords say in their Reply Form that they provided central heating.
35. The tribunal finds in respect of the central heating and blinds they are supplied by the landlord
36. The property has;

Specification	Provided by
Central heating	LL
Double Glazing	LL
Carpets and Curtains	LL
White goods	LL

Rental Evidence

The Landlord

37. The landlord proposed that the rental level of the property should be £1750.00 pcm as at 1 January 2026.
38. The landlord submits a 5-page document that comprises a list of properties in the area that range from £1500 to £1650 pcm.

Tenant's rental evidence

39. The tenant submits a document running to some 24 pages. This contains a combination of properties in the vicinity both let and to let. The range is £1100 to £1650 pcm.
40. The tenant does not propose a specific figure as an alternative to that requested in the Notice.

Determination and Valuation

41. The valuation date is the effective date of the rent proposed in the Notice of Increase. This is 1 January 2026.
42. The tenancy is a statutory periodic tenancy commenced 2 May 2025. Under the 1988 Housing Act, the terms of the contractual tenancy are carried over to the statutory periodic tenancy other than those relating to rent determination.
43. 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 was found to be in a condition consistent with a number of years of family occupation following refurbishment by the landlord.
44. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the landlord and the tenant, the tribunal determines that the market rental of the subject Property modernised and in good and tenanted order would be in the order of £1850.00 pcm.
45. 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 £1850.00 pcm

Less for staining and minor disrepair

£100 pcm

Market rent £1750.00 pcm

Undue hardship

46. 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.
47. The tenant has not asked the tribunal, to fix a later starting date in this case. The tribunal does not alter the date of the Notice of Rent Increase.

Decision

48. Therefore, the tribunal determines the market rent at **£1750.00** per calendar month with effect from **1 January 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.