

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AX/MNR/2025/1017
Property	193 Manor Grove, Richmond, Surrey, TW9 4QJ
Tenant	Anifa Cole
Tenant's Representative	In-person
Landlord	Richmond Foundation
Landlord's Address	The Vestry House, 21 Paradise Road, Richmond, TW9 1SA
Landlord's Representative	Jackson-Stops
Date of Application	10 October 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Ms S Beckwith MRICS Mr C Piarroux JP
Date of Decision	25 June 2026
Rent Determined	£2,337.50 pcm
Date the new rent takes effect	21 March 2026

REASONS FOR THE DECISION

Background

1. On 22 September 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,800 per calendar month (pcm) in place of the existing rent of £1,009 pcm to take effect from 21 November 2025.
2. On 10 October 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 21 July 1995 for a term of six 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.
5. The Tenant is to keep the interior of the Property in good and tenantable repair, decoration and condition.

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

6. No furniture or white goods provided by the Landlord, other than the hob.

Liability for Council Tax

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

Any other terms of the tenancy taken into consideration in determining the rent.

8. N/A

Inspection/Hearing

9. A hearing was held on 23 June 2026 at 10am. The Tribunal has considered this case on the basis of an inspection, the oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

10. The Tribunal carried out an inspection of the Property on 23 June 2026 in the presence of the Tenant, the Landlord was notified of the inspection but did not attend.

11. The Property is a terraced house, offering the following accommodation:

On the ground floor, a living room, dining room and galley-style kitchen.

On the first floor, three bedrooms, plus a bathroom with WC, sink and shower over a bath.

Outside: a rear garden with patio and lawn, accessed via one step down from the dining room or kitchen.

The Property benefits from central heating and double glazing.

The Property is situated in southwest London. North Sheen station is less than 0.5 miles to the west. Richmond station and town centre is approximately 1 mile to the west.

Evidence

10. Both the Tenant and the Landlord returned the Tribunal's Reply Forms and made oral submissions at the hearing.

The Tenant

12. The Tenant submitted photographs and made the following comments:
 - a) There have been issues with damp in the kitchen, which spread to the upstairs rooms. It was treated around six months ago but has started to come back.
 - b) The kitchen counter tops are damaged.
 - c) An outside pipe was noted as requiring replacement in a gas report.
 - d) The wall behind the radiator in the dining room is disintegrating.
 - e) There is an area of skirting in the dining room which has been sealed due to previous mice issues.
13. In terms of rental evidence, the Tenant was unable to provide any comparables, but commented that the Landlord's comparables appeared to be in a better condition than the Property.

The Landlord

14. The following comparables were provided by the Landlord:
- a) 129 Manor Grove – a three bedroom terraced house with open plan kitchen/living/dining room, two bathrooms and garden at £2,850 pcm.
 - b) 146 Manor Grove – a three bedroom terraced house with kitchen, dining and living room, two bathrooms and garden at £2,750 pcm.
 - c) 195 Manor Grove – a terraced house with kitchen, double living room and study, three bedrooms, bathroom and a loft extension plus garden at £3,200 pcm.
 - d) Lower Mortlake Road – a three bedroom terraced house with kitchen/dining room, living room, two bathrooms and garden at £4,000 pcm.
 - e) Niton Road – a three bedroom semi-detached house with garden at £3,850 pcm.
 - f) Tersha Street – a three bedroom terraced house in a gated development with kitchen, living room, two bathrooms and garden at £3,500 pcm.
15. The Landlord's Representative confirmed that comparables d) to f) were quoting rents of properties on the market. Comparables a) to c) were properties which had been let by Dexters in the last year and the rents were those achieved in the market.
16. The Landlord's Representative confirmed that the Landlord is generally responsive to repairs requests and she is not aware of any outstanding issues which have been reported. Larger items of work such as kitchen replacement take longer to programme due to higher costs.

Determination and Valuation

17. The Tribunal considers the comparables provided by the Landlord on Manor Grove are the most relevant to the Property, particularly 146 Manor Grove, which was confirmed by the Landlord's Representative to be most similar in configuration to the Property.
18. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £2,750 pcm. 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 including having white goods provided by the landlord.

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

- a) Terms and conditions of the tenancy agreement, the Tenant being responsible for internal decorations and minor repairs and having provided white goods.
- b) The general condition of the Property, including the dated and worn kitchen.

The full valuation is shown below:

Starting Rent		£2,750.00 pcm
<i>Less</i>		
Terms of tenancy	) approx. 5 %	-£137.50
Condition of property	) approx. 10%	<u>-£275.00</u>
Market rent		£2,337.50 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. The Tenant has asked the Tribunal to fix a later starting date in this case. Details were provided orally about the Tenant's income and savings.
- 22. The Landlord's Representative did not have any comments, not knowing the personal financial circumstances of the Tenant.
- 23. Given the level of increase from the existing rent and the amount of back rent which would be payable, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would cause undue hardship and accordingly sets the starting date for the new rent as 21 March 2026.

Decision

- 24. Therefore, the Tribunal determines the market rent at £2,337.50 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) stating the grounds upon which it is intended to rely in the appeal.