

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BK/MNR/2026/0379
Property	98 PORTSEA HALL, PORTSEA PLACE, LONDON, W2 2BZ
Tenant	Touria Ezzegraoui
Tenant's Representative	
Landlord	Roxborough Properties Ltd
Landlord's Address	Burwood House, 14-16 Caxton Street, London SW1H 0QY
Landlord's Representative	William Sturges LLP
Date of Application	10 May 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge D Brandler Dr Jan Wilcox FRICS
Date of Decision	29 July 2026
Rent Determined	£1,267.50 per calendar month
Date the new rent takes effect	1 July 2026

REASONS FOR THE DECISION

Background

1. On 27 April 2026 the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,150.00 per calendar month (pcm) in place of the existing rent of £1,083.33 pcm to take effect from 1 June 2026.
2. On 10 May 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The current tenancy commenced on 1 August 2023. The tenant has occupied the property under various tenancy agreements since 2006. 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. 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.

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

7. None

Hearing

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

The Property

9. The Property is a studio flat on the second floor of a 1930's purpose built seven-storey block of flats, offering the following accommodation:

Property: A studio flat, with a bedroom/living room, kitchen and a bathroom containing a bath, basin and WC.

The Property benefits from heating and hot water which is included in the rent as well as a 24-hour concierge service and building security.

The Property is situated just off the Edgware Road close to London's shops, theatres, restaurants and parks. It is close to Marble Arch tube station providing good transport links.

Evidence

10. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant

11. The Tenant made the following comments:
- a) The Tenant confirmed when they had first moved into the property in 2006, they carried out improvements at their own expense including painting and flooring. Since that time, no redecoration or significant maintenance has been carried out by the landlord and the condition is not consistent with the level of rent now proposed.
 - b) The Tenant provided photographs of the property showing: the bathroom is unmodernised with what appears to be an original bath, poor condition WC, and old style hand basin; the kitchen is unmodernised with tiling of a 1970's style, poor condition cupboards, with very poor condition white goods provided by the Landlord, including a stand-alone cooker and washing machine; single glazing with poor condition window furniture and loose putty; worn wooden flooring; the flat is overall in poor decorative order which includes cracked plaster in the living area; original doors and door furniture; inadequate number of electrical sockets (p.60); old light fittings.

- c) The communal entrance within the block is carpeted and well maintained.
 - d) The tenancy agreement requires the tenant to maintain the internal decorations to the condition as when the Tenancy commenced [paragraph 2(7)(b)]. The current tenancy commenced in 2023, and that suggests that the requirement was for the Tenant to maintain the internal decorations as they were in 2023.
 - e) The tenant points out that the comparables provided by the landlord refer to one-bedroom flats, not studio flats, and that the subject property is a studio flat of approximately 31 sq.m.
12. The Tenant made reference to comparable rental evidence by stating that they had reviewed comparable properties in the W2 area. They state that similar studio flats are generally advertised at approximately £1,400-£1,600 per month, the higher rents are for newly refurbished or luxury properties.

The Landlord

13. The Landlord made the following comments:
- a) The Landlord confirmed that the rent includes heating and hot water as well as there being a 24-hour concierge service.
 - b) Landlord states that they do not agree with the tenant's details. In particular, the Landlord is not aware of any prior complaints raised by the Tenant in respect of the condition of the property prior to the service of the notice.
 - c) In relation to the condition of the property, the Landlord's position is that any issues identified fall within the scope of reasonable wear and tear, commensurate with ordinary day-to-day use. The property, they say, has been and remains well maintained and the photographic evidence provided demonstrates no more than the level of wear one would reasonably expect in a tenanted property. There is no evidence of neglect or failure to maintain on the part of the landlord.
 - d) Further the landlord notes that any suggestion that redecoration should be undertaken during the tenancy does not reflect practical or safety realities. Substantial internal redecoration and painting works while a tenant remains in occupation, they say, present material health and safety risks, including exposure to fumes and potential chemical sensitivities.

- e) The Landlord asserts that the proposed rent of £2,140 per month is below the prevailing market rate for comparable properties in the area, particularly given the property's location and the services included in the rent.
- f) The Landlord relies on photographic evidence of the exterior of the building and the internal lobby, which demonstrate the standard presentation and general condition of the building and its common parts.
- g) The Landlord also suggests that Tenant's photographs of the interior of the property show only minor cosmetic cracking to painted surfaces and plaster. Such conditions, they say, fall squarely within the scope of reasonable wear and tear, particularly given the duration of the tenancy and do not constitute disrepair.
- h) The Landlord further submits that the present condition of the interior is materially affected by the Tenant's own day-to day upkeep of the property. They submit that the current degraded appearance is attributable to neglect and poor housekeeping standards on the part of the tenant, rather than any failure in maintenance by the landlord and suggest that that property is heavily cluttered.

14. The following comparables were provided by the Landlord:

- a) The landlord relies on a market appraisal prepared by Foytons (Marylebone and Mayfair branch) dated 18 May 2026, which has assessed the rental value of the property at £475 per week, which equates to approximately £2,058 pcm. This appraisal appears to have been carried out without an inspection.
- b) The Landlord relies on comparables of modernised one-bedroom flats in the area with a range in monthly rents being advertised from £2,500-£2,950. One of which is a one-bedroom modernised flat in Portsea Hall advertised at a rent of £2,708.
- c) The Landlord also relies on the photographs of the exterior of the block and the interior communal areas which show these areas to be in very good condition.

Determination and Valuation

15. The Tribunal noted all submissions from both parties.

16. In relation to the Landlord's submissions that they were not aware of any complaints by the Tenant in relation to the condition of the property, it was noted that the tenancy commenced in 2023 and the Landlord should have been aware of the condition at least at the stage of agreeing that tenancy agreement. The Landlord submits that the condition of the property is as a result of normal wear and tear combined with poor tenant conduct. The Tribunal found that it is unlikely that the condition of the property has deteriorated to the current condition since 2023. This is evidenced by the Landlord's own assertion that they cannot decorate with the Tenant in occupation. The cracked plaster and the dated and worn fixtures and fittings in the property do not suggest poor Tenant use of the property.
17. There is no evidence of a cluttered flat, other than one photograph showing three boxes in what appears to be the hallway. This does not suggest the reason for cracked plaster and poor decorative order.
18. The Tribunal discounted the Landlord's comparables of one-bedroom flats in the area as they do not equate to a studio flat.
19. In relation to the market appraisal carried out by Foxton's with no evidence of an inspection, this was also rejected as it does not consider the condition of the property. It considers only a market rent for a studio flat in marketable condition. This property is not in marketable condition given all the defects detailed above, little of which is attributable to Tenant use.
20. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord, in particular the one-bedroom flat they refer to in the same block as the subject property in good marketable condition, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,950 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties.
21. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Dated bathroom fittings with only a mixer tap shower 10%
 - b) Dated and awkwardly configured kitchen with basic fittings 20%
 - c) Poor condition windows that appear to be single-glazed, poor decorative condition, unfurnished 5%

The full valuation is shown below:

Starting Rent £1,950.00 pcm

Less

a) Items given under a) above	£195.00	
b) Items given under b) above	£390.00	
c) Items given under c) above	£ 97.50	<u>£ 682.50</u>

Open-Market Rent £1,267.50 pcm

Decision

Undue hardship

12. 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.
13. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says she will be caused undue hardship because she is 70 years old and in receipt of Housing benefit and the proposed rent exceeds the level of support available. She states that she would be unable to meet the shortfall while maintaining basic living expenses which would make the tenancy unsustainable.
12. The Tenant has also provided evidence of her recent diagnosis of cancer for which she has undergone in-patient treatment with some complications suggesting she cannot undergo radiotherapy. Her doctor has provided a letter setting out the extent of her medical difficulties and asking that this be taken into account.
13. By the Tenant's email dated 21 May 2026, she states that she is "dealing with lung cancer. This serious medical condition and the treatments required severely impact my daily life, my physical mobility, and my financial situation. My health issues limit my capacity to cope with additional stress, changes, or increased costs currently".
14. In response to the Tenant's application under this heading, the Landlord submits that "under Section 14 of the Housing Act 1988, the tenant's personal health status, financial limitations or reliance on social benefits are strictly legally irrelevant to a market rent assessment."

15. As a result of our decision the rent will increase by £184.17 per month. On the basis of the evidence supplied by the Tenant and the comments made by the Landlord, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would cause undue hardship and accordingly sets the starting date for the new rent as 1 July 2026.

Decision

16. The Tribunal determines the new rent amount at £1,267.50 per calendar month with effect from 1 July 2026.

Signed: Judge D Brandler

Date: 29 July 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 (rule 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.