	FIRST - TIER TRIBUNAL **PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**LON/00BJ/MNR/2026/0439**
Property	**31 Eustace Building, 372 Queenstown Road, London, SW11 8NT**
Tenant	**Cemal Kerem Uzun**
Tenant's Representative	**N/A**
Landlord	**Christopher Richard James Woodhouse**
Landlord's Address	**3 Oswald Building, 374 Queenstown Road, London, SW11 8NU**
Landlord's Representative	**Luke Shillinglaw, Garton Jones**
Date of Application	**29 May 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Ms S Allen** **Mr D Jagger MRICS**
Date of Decision	**24 July 2026**
Rent Determined	**£2,550 per calendar month**
Date the new rent takes effect	**19 June 2026**

REASONS FOR THE DECISION

Background

1. On 8 April 2026 the Landlord, acting by his agent Garton Jones Real Estate, served a notice under section 13(2) of the Housing Act 1988 which proposed a new rent of £615 per week, equivalent to £2,665 per calendar month (pcm), in place of the existing rent of £550 per week, equivalent to £2,383.33 pcm, to take effect from 19 June 2026.

2. On 29 May 2026, 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 shorthold tenancy of the Property commenced on 19 June 2025 for an initial fixed term of twelve months at a rent of £2,383.33 pcm, with bills excluded. The rental period is monthly, rent being payable on the 25th day of each month. The Tenant has occupied the Property under successive tenancies since 2021. The fixed term expired on 18 June 2026, from which date the tenancy has continued as a statutory periodic tenancy.

4. The Tribunal notes that the rent in the Landlord's notice is expressed as a weekly figure although the rental period under the tenancy is monthly. Both parties have proceeded throughout on the basis that the rent proposed is £2,665 pcm, the Tenant confirmed in his application that he regarded the notice as valid, and neither party has raised any issue as to the validity of the notice or the jurisdiction of the Tribunal. The application was made before the starting date specified in the notice.

Allocation of Repairs between Landlord and Tenant.

5. As per section 11 of the Landlord and Tenant Act 1985.

6. Beyond the obligations implied by that section, the Tenant is responsible for keeping the interior of the Property in good and clean condition, fair wear and tear excepted and for making good any damage caused by the Tenant. The tenancy is managed on the Landlord's behalf by Garton Jones.

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

7. No service charge is payable by the Tenant under the tenancy and the rent is exclusive of all utilities. The Property is let furnished. The furniture provided by the Landlord comprises a sofa bed and mattress, a coffee table, a television, a dining table and a bookshelf. Floor coverings, window coverings and white goods are provided by the Landlord.

Liability for Council Tax

8. 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.

9. The Property is let furnished and on fully managed terms, with the Landlord responsible for internal decoration and for the provision of furniture, floor coverings and white goods. The rent is exclusive of Council Tax and of all utilities.

Inspection/Hearing

10. Neither party requested an oral hearing or an inspection and both parties agreed to the matter being determined on the papers. 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

11. The Property is a one bedroom flat on the fifth floor of the Eustace Building, a modern purpose built block forming part of the Chelsea Bridge Wharf development in Battersea. It extends to approximately 515 sq ft and offers the following accommodation:

Open plan reception room and kitchen (20’6 x 10’0), one bedroom (16’3 x 8’9) and a bathroom.

Outside: balcony. There is no parking provision.

The Property has electric heating, double glazing and vinyl floor coverings. It was inspected on behalf of the Landlord on 16 May 2024 and recorded on that occasion as being in good condition and good order.

Evidence

12. Both the Tenant and the Landlord returned the Tribunal’s Reply forms. The Landlord’s form MR2 is dated 18 June 2026 and the Tenant’s form MR3 is dated 30 June 2026.

The Tenant.

13. The Tenant made the following comments:

    a) The open market rent of the Property is in the region of £2,300 to £2,400 pcm and the rent proposed by the Landlord exceeds the level the open market would reasonably support.

    b) He relies upon the Office for National Statistics publication covering the private rental market in London for the period April 2025 to March 2026. For one bedroom properties in the SW11 postcode district that publication records, from 390 observations, a mean rent of £2,104 pcm, a lower quartile of £1,750 pcm, a median of £1,969 pcm and an upper quartile of £2,250 pcm. The Tenant does not contend that the Property should be valued at the upper quartile but relies upon the figures as independent context for the wider SW11 market.

    c) The Landlord’s comparables were selected and presented by the Landlord’s own letting and managing agent rather than by an independent valuer and comprise only three transactions. Even within the same development, differences in floor level, outlook, specification, furnishings and condition affect rental value.

    d) A one bedroom apartment in the same building has recently been let at £2,400 pcm through Knight Frank.

    e) He accepts that Chelsea Bridge Wharf is a desirable development which commands a premium over many one bedroom properties in SW11.

    f) The proposed increase of approximately 12 per cent materially exceeds recent inflation, cited as Retail Prices Index of approximately 3.8 per cent, and typical wage growth and comes against a background of wider cost of living pressures. He has been a tenant since 2021, has paid the rent on time and has maintained the Property well. He accepts that these last matters are background only and do not determine market rent.

14. The Tenant confirmed in his application that a rent increase would not cause him hardship and he has not asked the Tribunal to defer the starting date of the new rent.

The Landlord

15. The Landlord maintains the rent proposed in the notice of £2,665 pcm and relies upon the following evidence and comments:

a) 145 Lanson Building, 348 Queenstown Road, SW11 8QQ – £2,900 pcm. Signed assured shorthold tenancy for an initial fixed term of twelve months from 11 March 2026, let on fully managed terms with bills excluded.

b) 108 Oswald Building, 374 Queenstown Road, SW11 8PJ – £2,700 pcm. Signed assured shorthold tenancy for an initial fixed term of twelve months from 28 February 2026, let on fully managed terms with bills excluded.

c) 12 Horace Building, 364 Queenstown Road, SW11 8NH – £2,500 pcm. Signed assured shorthold tenancy for an initial fixed term of twelve months from 12 March 2026, let on let only terms with bills excluded.

d) A Best Price Guide report for SW11 8NT compiled from properties marketed between 1 April 2026 and 18 June 2026. It identifies one bedroom asking rents of £2,747 pcm in the Eustace Building, £2,700 pcm at Queenstown Road, £2,700 pcm in the Oswald Building, £2,700 pcm at Riverlight Quay, Nine Elms and £2,687 pcm at Brogan House, Battersea Exchange, and indicates a market rental value of approximately £2,700 pcm.

e) A marketing brochure describing the Property as a luxury one bedroom fifth floor apartment of 515 sq ft available at £615 per week from 19 June 2026, and a property inspection report of 16 May 2024 recording the Property as being in good condition.

f) The Office for National Statistics publication relied upon by the Tenant expressly states that it is not comparable with official private rental market statistics, that it was produced in response to an ad hoc request and that no attempt has been made to account for differences in quality, condition, size, location or composition. It therefore provides only a broad indication of trends and cannot determine the rent of a specific property.

g) The Landlord has incurred maintenance and repair expenditure of £3,745.10 since the commencement of the tenancy and the Property has been maintained to a high standard.

Determination and Valuation

16. Section 14 of the Housing Act 1988 requires the Tribunal to determine the rent at which the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy on the same terms as the actual tenancy, disregarding the matters set out in section 14(2). The task of the Tribunal is therefore to value the Property as it stands, on the terms of the tenancy actually granted, and not to assess whether the increase is affordable or in line with inflation.

17. The Tribunal has given limited weight to the Office for National Statistics material relied upon by the Tenant. That publication covers the whole of the SW11 postcode district, which contains a very wide range of stock of differing age, size, specification and location, and it makes no adjustment for those differences. It is of limited assistance in valuing a modern riverside apartment at Chelsea Bridge Wharf, which the Tenant himself accepts commands a premium over much of the one bedroom stock in SW11.

18. The Tribunal has also treated the Best Price Guide with caution. The figures within it are advertised asking rents rather than achieved rents, several of the properties were still being marketed at the date of the report, and asking rents are not a reliable guide to the level at which lettings are concluded.

19. The signed tenancy agreements produced by the Landlord are the most useful evidence before the Tribunal. They record rents actually agreed for one bedroom flats in

immediately neighbouring buildings within the same development, all within about four months of the relevant date, and they show a range from £2,500 pcm to £2,900 pcm. The Tribunal notes, however, that 12 Horace Building at £2,500 pcm was let on a let only basis rather than fully managed terms, that 145 Lanson Building at £2,900 pcm is in a different building, and that no floor plans, floor levels or details of condition, outlook or furnishing were supplied for any of the three. They cannot therefore be applied directly to the Property without adjustment.

20. The Tribunal has taken into account the letting at £2,400 pcm in the same building to which the Tenant refers. No documentary evidence of that letting was produced and the Tribunal has no information as to its size, floor level, condition, terms or whether it was let furnished, so it can be given only limited weight, but it does support the Tenant's point that rents within the development are not uniform.

21. Relying on its own expert, general knowledge of rental values in this part of Battersea and on the evidence provided by the parties, the Tribunal considers that the market rental of the subject Property modernised and in good order and let on terms equivalent to those of the comparable lettings, would be in the order of £2,550 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 and on the same general terms as the comparable properties provided.

Undue hardship

22. 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.

23. The Tenant has confirmed that a rent increase would not cause him hardship and he has provided no specific request or evidence relating to hardship. Therefore the Tribunal does not consider that the increase from the date in the Landlord's Notice would cause undue hardship and accordingly sets the starting date for the new rent as 19 June 2026.

Decision

24. Therefore, the Tribunal determines the market rent at £2,550 per calendar month with effect from 19 June 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.