

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AM/MNR/2026/0454
Property	303 Ruby Court, 3-5 Knightland Road, London E5 9HR
Tenant	Bartosz Tomaszewski
Tenant's Representative	
Landlord	Ruby Court Estates Ltd
Landlord's Address	11 Grangecourt Road, London N16 5EG
Landlord's Representative	Greenview Estates London Ltd
Date of Application	29 May 2026
Type of Application	Determination of a 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

DECISION

The Tribunal does not have jurisdiction to determine this application for the reasons stated below.

It follows that the application must be struck out under Rule 9(2)(a) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, because the

Tribunal does not have jurisdiction in relation to the proceedings or case or that part of them

REASONS

The Application

1. The Tribunal received an application from Bartosz Tomaszewski, dated 29 May 2026. The application was received by the Tribunal on 29 May 2026.
2. The application referred a Landlord's Notice of Increase in relation to Flat 303 Ruby Court, 3-5 Knightland Road, London E5 9HR (the subject property). The Notice of Increase was dated 20 April 2026 and proposed to increase the rent of the subject property from 31 May 2026 from £2,000.00 per month to £3,000.00 per month.
3. The Landlord responded to say that Bartosz Tomaszewski does not occupy the property as his main or principal home, that he lives in Poland, and has obtained an HMO Licence for the property and has sublet the property with their agreement, but that this is a commercial agreement, and not one that is governed by s.13/14 of the Housing Act 1988 ("the 1988 Act").
4. Bartosz Tomaszewski states that the Landlord's arguments are irrelevant to this application because it is governed by s.13/14 of the 1988 Act

The Law

The Housing Act 1988

5. Section 1 - Assured tenancies.
6. (1) A tenancy under which a dwelling-house is let as a separate dwelling is for the purposes of this Act an assured tenancy if and so long as—
7. (a) the tenant or, as the case may be, each of the joint tenants is an individual; and
8. (b) the tenant or, as the case may be, at least one of the joint tenants occupies the dwelling-house as his only or principal home; and
9. (c) the tenancy is not one which, by virtue of subsection (2) or subsection (6) below, cannot be an assured tenancy.

Section 13 - Increases of rent under assured periodic tenancies.

(1) This section applies to—

(a) a statutory periodic tenancy other than one which, by virtue of paragraph 11 or paragraph 12 in Part I of Schedule 1 to this Act, cannot for the time being be an assured tenancy; and

(b) any other periodic tenancy which is an assured tenancy, other than one in relation to which there is a provision, for the time being binding on the tenant, under which the rent for a particular period of the tenancy will or may be greater than the rent for an earlier period.

The Tenant's submissions

10. The tenant asks the Tribunal to determine the market rent further to the Landlord's Notice of Increase and the information in the MR1 form.

The Landlord's submissions

11. *"The Landlord disagrees with the tenancy profile presented by the tenant. While the landlord previously permitted underletting, the tenant operates this property entirely as an absentee commercial business rather than a domestic primary residence. The tenant has explicitly confirmed that they reside permanently in Poland. As an offshore intermediary, the tenant uses the property solely to generate sub-rental revenue from sub-tenants in London, meaning this agreement must be evaluated by the Tribunal strictly as a commercialized investment asset. The official property licence lists the 'Licence Holder' and 'Managing Agent' as Flatshare Management Company Ltd. The applicant, Bartosz Tomaszewski, is the direct shareholder and registered director of that exact company. As an absentee commercial business operator running an active real estate company from Poland, the tenant is using this property solely for corporate subletting. The arrangement must be evaluated by the Tribunal strictly as a commercial asset" (p.39)*
12. The Landlord further states *"Layout Misrepresentation: The tenant states in Section 6 that the property is a '3 Bedroom flat'. We submit the official London Borough of Hackney Property Licence... which proves the asset is legally configured, approved, and actively operated as a 5-bedroom, 5-household HMO featuring five distinct rentable units" (p.44)*

The Tenant's response to the Landlord's submissions

13. The tenant states *“The landlord repeatedly refers to where the tenant spends time. The tenant’s place of residence or travel patterns are wholly irrelevant to the determination of the open market rent of the tenancy and should therefore be disregarded. Similarly, the landlord’s submissions concerning the tenant’s business activities, the profitability of any company, or the financial performance of any subletting arrangements are irrelevant. The Tribunal is not determining the profitability of a business operation but the open market rent of the tenancy”* (p.79)

Facts Found

14. The original tenant of the Assured Shorthold Tenancy, Bartosz Tomaszewski, no longer occupies the property as his main or principal home, having obtained an HMO licence and sublet the whole of the property to other people. Bartosz Tomaszewski no longer satisfies s.1 of the 1988 Act and the agreement is no longer an Assured Shorthold Tenancy or an Assured Periodic Tenancy.
15. The landlord was wrong to serve a s.13 Notice of Increase to Bartosz Tomaszewski, given that the agreement is no longer an Assured Shorthold Tenancy or an Assured Periodic Tenancy.
16. The landlord is wrong in their submission that the Tribunal has jurisdiction under s.13/14 of the 1988 Act to determine a commercial rent.

Discussion and Reasons for the Decision

17. The agreement between the parties is not an Assured Shorthold Tenancy or an Assured Periodic Tenancy in accordance with s.1 of the 1988 Act.
18. The Tribunal does not therefore have jurisdiction to determine a market rent.
19. It follows that the application must be struck out under Rule 9(2)(a) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013, because the Tribunal does not have jurisdiction in relation to the proceedings or case or that part of them.

Signed: Judge D Brandler

Date: 29 July 2026

ANNEX - RIGHTS OF APPEAL

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.