

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AY/MNR/2026/0369
Property	Flat 18, Dutton House, 5 Scoles Crescent, London, SW2 3DT
Tenant	Idiatou Diallo
Tenant's Representative	Joey Carr, Safer Renting (Cambridge House & Talbot)
Landlord	Coleman Oswald Damerum
Landlord's Address	34 Celtic Avenue, Bromley, BR2 0RU
Landlord's Representative	Petra Ratajova, Lawhive Legal Ltd
Date of Application	19th 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	£1,800 per calendar month
Date the new rent takes effect	24 July 2026

REASONS FOR THE DECISION

Background

1. On 1 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,000 per calendar month (pcm) in place of the existing rent of £1,500 pcm to take effect from 20 May 2026.
2. On 19 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 commenced on 22 April 2024 for an initial term of twelve months and has since continued as a statutory periodic tenancy. The rental period is monthly, with rent payable on the 25th day of each month.

Allocation of Repairs between Landlord and Tenant.

4. As per Sections 11 to 14 of the Landlord and Tenant Act 1985.
5. The Tenant is responsible for internal decoration and the Tenant is also responsible for floor coverings and curtains. The tenancy agreement places a number of further repairing obligations on the Tenant under clauses 3.4.1 to 3.4.11 and 3.9.

Services Charges or furniture provided by Landlord

6. There are no service charges and the property was let unfurnished. No curtains, floor coverings or white goods were provided by the Landlord.

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. The tenancy terms and responsibilities for the Tenant to decorate internally and to provide furnishings, floor coverings and curtains are a material consideration. The condition of the Property, and in particular the disrepair to the kitchen described below, is also a relevant consideration.

Inspection/Hearing

9. Neither party requested an oral hearing or inspection, and both parties agreed to the Tribunal making a decision without a 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

10. The Property is a first floor flat (described by the Landlord as an end of terrace two storey maisonette), offering the following accommodation:

Kitchen, dining and living room, three bedrooms, bathroom and a separate WC.

The Property is let unfurnished. The Tenant states that no Energy Performance Certificate (EPC) and no Electrical Installation Condition Report (EICR) were provided.

The Property is situated in the Tulse Hill and Streatham Hill area of London SW2, in the London Borough of Lambeth.

Evidence

11. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

12. The Tenant, through her representative Safer Renting, made the following comments:
 - a) The Property is let unfurnished and there are no curtains in any of the bedrooms.
 - b) There is serious disrepair in the kitchen, including a missing seal behind the sink, a cupboard door hanging off, large holes in the cupboards, a broken and cracked countertop, black mould and damp on the walls behind the cupboards, water damage and discolouration to the left of the sink, and a brown substance above the boiler cupboard.
 - c) No Energy Performance Certificate and no Electrical Installation Condition Report have been received.
 - d) The rooms are smaller and the Property is in inferior condition compared with other properties let in the area.
 - e) The Tenant submitted that the rent should remain at £1,500 pcm.

13. In terms of rental evidence, the Tenant provided three comparables, which are noted by the Tribunal: Casewick Road, London SE27 at £1,850 pcm, a three bedroom maisonette in excellent condition with a large private garden; Dalton Street, West Norwood, London SE27 at £2,000 pcm, a three bedroom upper maisonette of approximately 1,238 sq ft, EPC C, with a fitted kitchen and curtains throughout; and Hathersley House, Tulse Hill, London SW2 at £1,900 pcm, a three bedroom apartment with a modern fitted kitchen, close to Brockwell Park.

The Landlord

14. The Landlord, through his representative Lawhive Legal Ltd, maintained the rent of £2,000 pcm proposed in the Section 13 notice. The Landlord submitted that the market rate for similar properties in the area is in the region of £2,000 pcm or more and described the Property as an end of terrace two storey maisonette.

Determination and Valuation

15. The Tribunal considered the comparable evidence provided by the parties, together with its own general knowledge and expertise of rental values in the area. The comparables are all three bedroom properties in the SW2 and SE27 areas, letting in the range of £1,850 to £2,000 pcm and are generally in good, modernised condition with fitted kitchens and, in some cases, curtains and floor coverings provided.
16. Relying on its own expert and general knowledge of rental values in the area and the comparable evidence, the Tribunal considers that the market rental of the subject Property, modernised and in good order, would be in the order of £2,000 pcm. This is the rent the Tribunal would expect the Property to achieve in the open market if it were in the same general condition as the comparable properties.
17. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) The dated condition and disrepair of the kitchen, including black mould and damp, a broken and cracked worktop, holes in and a damaged cupboard door and water damage.
 - b) The Tenant's obligations to decorate internally and to provide floor coverings and curtains, the Property being let unfurnished.
 - c) The overall inferior condition of the Property compared with the modernised comparable properties.

The valuation is shown below:

Starting Rent £2,000 pcm

Less

a) Items given under a), b) and c) above Total £200

Market rent £1,800 pcm

Undue hardship

18. 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.
19. The Tenant provided evidence of hardship. She is a single mother of three children aged 14, 12 and 10, one of whom has asthma, she has diabetes, very limited English and states that she cannot read or write, she works only around eight hours per week and is subject to the benefit cap. Her total Universal Credit entitlement is approximately £2,050 per month, such that an increase to £2,000 pcm would absorb almost all of her income and place her at risk of arrears. The Tenant asked the Tribunal to delay any increase. The Tribunal accepts that an increase taking effect from the date in the Landlord's Notice would cause the Tenant undue hardship, and therefore exercises its discretion to set the starting date for the new rent as 24 July 2026, the date of this determination.

Decision

20. Therefore, the Tribunal determines the market rent at £1,800 per calendar month with effect from 24 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 (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.