

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/OOBJ/MNR/2026/0007
Property	Top Floor Flat, 75 Lavendar Hill, London, SW11 5QL
Tenant	Mr Alessio Lopiccolo and Miss Ilona Judyta Strulak
Tenant's Representative	none
Landlord	Mr Ashok Saxena
Landlord's Address	Quay 430 Flat 48 China Court Asher Way London E1W 2 JF
Landlord's Representative	Bellford International
Date of Application	December 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS M Banton FRICS
Date of Decision	24 July 2026
Rent Determined	£ 2250.00pcm

Date the new rent takes effect	1st January 2026
---------------------------------------	------------------------------------

REASONS FOR THE DECISION

Background

1. On 12 November 2025, the landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2310.00 per calendar month (pcm) in place of the existing rent of £2200.00 pcm to take effect from 1 January 2026.
2. On 20 November 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 tenancy commenced 1 September 2022 as twelve-month contractual assured shorthold tenancy ending on 31 August 2023. The rental period is monthly payable on the 1st of the month, initially at £1975.00 pcm.
4. The Tribunal has considered all evidence submitted within the timetable set out by the Directions. The Tribunal has not recorded all evidence submitted within the decision. The omission of a piece of evidence should not be taken that it has not been taken into consideration.
5. The Tribunal considered the submissions of the parties carefully including the photographs submitted.

Preliminary Matters

6. Material received outside the Directions has not been considered.

The Hearing/Determination

7. Neither party requested a hearing, the matter was determined on the papers after inspection. The tenant did not request an inspection in their Reply Form. The landlord in their Reply Form requested an inspection. Present at the inspection were the tenants, there was no representation at the inspection by the landlord.

The Inspection

8. The property is accessed through a communal front door, accessed via several steps from the pavement. The communal front door opens to a small hall from which there

is access to the subject property and another flat. Both have new doors. Through the subject property's inner front door is a set of stairs which leads to the first floor of the flat. The flat has double glazing, without trickle vents and central heating. The flat has carpet and wooden flooring, both in good condition. The decoration is in good condition, and the wiring appears recent and includes USB charge points.

9. The first floor living room is good size and in good condition. The bathroom is fully tiled, has an electric extractor and recently installed electric fan heater. The bathroom is contained in a flat roof extension, three sides of which are external walls.
10. The kitchen is located on the first floor, it is modern in good condition, with the "white goods" supplied by the landlord. On the second floor there are two bedrooms in good condition. There is no outside space,

Allocation of Repairs between Landlord and Tenant.

11. The Tribunal has considered the written submissions of the parties.
12. The Tribunal finds at 2.4 in the tenancy;

"(i) Carry out those repairs to the property the liability for which is imposed upon the Landlord by Section 11 to 16 of the Landlord & Tenant Act 1985 (as amended) . This liability obliges the Landlord to repair and keep in good order: (1) the structure of the Property and exterior (including drains gutters and pipes): (2) certain installations for the supply of water, electricity and gas; (3) sanitary appliances (including basins, sinks baths and sanitary conveniences); and (4) appliances for space heating and water heating; but not other fixtures fittings and appliances for making use of the supply of water and electricity.

(ii) This obligation arises only after written notice has been given to the Landlord by the Tenant in accordance with the terms of the agreement.

Liability for Council Tax and Utilities

13. The Tribunal has considered the written submissions of the parties. The Tribunal finds; within the tenancy agreement that the tenant is responsible for the payment of utilities (1.5) and council tax (1,4) in respect of the Property.

Special conditions

14. There are no conditions outside the normal remit of a contemporary market tenancy.

The Property

Extent and Specification

15. The Tribunal from review of papers and inspection finds; the property is a first and second floor flat comprising a living room, kitchen, two bedrooms and a bathroom. The property is accessed through a communal foyer.

Floor	Area	Contents supplied by Landlord
Ground	Living room	Sofa, glass table, chairs and vertical cabinet
	Kitchen	
	Bathroom	
	Bedroom 1	Bed, 2 wardrobes, 2 chests of drawers and 2 bedside tables
	Bedroom 2	Not furnished

Improvements

16. The Reply Form completed by the tenant notes that no material improvements have been made by the landlord other than the installation of an electric heater fan in the bathroom.

Disrepair

17. The tenant noted in their Reply Form, that the bathroom is fully exposed to external walls and roof and lacks thermal insulation. That the interior is fitted with stone tiles that the tenant says significantly exacerbates condensation. The tenant submits that during winter months the temperature inside can drop to 10 degrees Celsius.
18. To mitigate the landlord installed an electric heater. The tenant contends that the increased cost of running such a device falls to the tenant.

Car parking

19. There is no car parking with the property.

Condition of interior

20. The general condition of the property is in good condition.

Specification

21. From the tenant's Reply Form, it is noted that there were no carpets or curtains supplied by the landlord. That the white goods were supplied by the landlord as were the central heating and double glazing.
22. The Landlord in their Reply Form notes the property was extensively refurbished in 2021.
23. There was a difference in specification of the floor stated by the tenant and landlord, the latter suggested wooden floor the former plastic tiles. From the inspection the Tribunal finds the flooring to be in good condition and comprises carpets, wood flooring and tiles.
24. The Tribunal finds the specification of the property is as set out below;

Specification	Provided by
Central Heating	LL
Double Glazing	LL
Carpets and Curtains	N/A
White Goods	LL

Rental Evidence

The Landlord rental evidence

25. The landlord proposed that the rental level of the property should be £2130.00 pcm as at 1 January 2026.
26. The landlord included a number of comparables, of two-bedroom flats in the vicinity ranging from £2000.00 pcm to £4000.00 pcm. The list is identified as being "currently available to rent in Lavendar Hil"l. The Tribunal affords them weight to give context to the market.

Tenant's rental evidence

27. The tenant submits a number of comparables that range from £2000 pcm to £2250.00 pcm. The majority are letting particulars, but Lavendar Hill Battersea a two-bedroom, one bathroom flat is said to be let with the asking rent said to be £2150 pcm. Likewise; Theatre Street Battersea at £2150 pcm similarly a 2 bed and one bathroom flat, Macauley Road at £1998 pcm and again Theatre Street at £2175 pcm. The tenant in their Reply Form says there is an abundance of flats let at and below £2200.00 pcm.
28. The Tribunal gives most weight to the comparables that are let.

Determination and Valuation

29. The valuation date is the effective date of the rent proposed in the Notice of Increase. This is 1 January 2026.
30. The Tribunal values the property on the basis of the findings above.
31. The Tribunal considers both sets of comparables but gives more weight to comparables where a letting has taken place.
32. The Tribunal determines the property if let in a good contemporary condition to be £2250.00 pcm
33. The Tribunal notes the recent installation of the electric heater in the bathroom. A prospective tenant seeing the bathroom would see an extractor fan and a heater in a bathroom that is in good condition. The fact that the bathroom has three external walls and so potential increased heating costs, would not, given the condition of the bathroom and the presence of the extractor fan and heater cause the market to discount the value of the flat from other comparables on those facts. The tribunal is distinguishing from the lived experience of the actual tenant and the rental bid offered by a notional tenant representing the “market”.

Undue hardship

34. 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.
35. The tenant has not stated in their application form that an increase in rent would cause undue financial hardship.

Decision

36. Therefore, the Tribunal determines the market rent at £2250.00pcm per calendar month with effect from 1 January 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.