



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference	LON/00AY/MNR/2025/0045
Property	49 Edithna Street, London, SW9 9JR
Tenant	David Copas
Tenant's Representative	In person
Landlord	Bankway Properties Ltd
Landlord's Representative	Hanways Limited
Date of Application	16 December 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Robert Latham Michaela Bygrave MRICS Adam Spielman
Date of Decision	1 May 2026
Rent Determined	£198 per week
Date the new rent takes effect	26 January 2026

REASONS FOR THE DECISION

Background

1. On 8 December 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £323 per week in place of the existing rent of £189 pw to take effect from 26 January 2026. The application relates to 49 Edithna Street, London, SW9 9JR ("the House").
2. On 16 December 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 tenancy commenced in April 1991, on the death of the Tenant's grandmother. In 1950, his grandmother had been granted a Rent Act protected tenancy of the House.
4. On 29 July 2025, a Tribunal (Mrs S Phillips MRICS and Mr J Francis) determined a market rent of £189 per week which took effect on 20 January 2025. The Tribunal had determined a market rent of £630 per week, but had then made deductions of 70% in respect of a number of factors which we consider below.
5. On 30 September 2024, a Tribunal (Mr O Dowty MRICS and Mr J Francis) determined a market rent of £166 per week which took effect on 15 January 2024. The Tribunal had determined a market rent of £415 per week, but had then made deductions of 60% in respect of a number of factors.

The Law

6. Section 14(1) of the Act requires the Tribunal to determine the rent at which the dwelling can reasonably be expected to be let in the open market by a willing landlord under an assured tenancy:
 - (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;
 - (b) which begins at the beginning of the new period specified in the notice;
 - (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and
 - (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.
7. Section 14(2) provides that in making a determination under this section, the Tribunal shall disregard:

(a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;

(b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement:

(i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or

(ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and

(c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.

8. Section 14(7) provides that where a notice has been referred to a tribunal, the rent determined by tribunal shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as tribunal may direct.

Allocation of Repairs between Landlord and Tenant.

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

Liability for Council Tax

10. The Tenant is responsible for the payment of Council Tax in respect of the House.

Inspection/Hearing

11. Neither party requested an oral hearing. The Tenant requested an inspection.
12. The Tribunal has considered this case on the basis of an inspection, the written submissions made by the parties and our own knowledge and specialist expertise.

The House

13. The Tribunal carried out an inspection of the Property on 1 May 2026 in the presence of the Tenant. The Landlord was notified of the inspection but did not attend. The property is a two bedroom terrace house in an attractive cul-de-sac. The House is in a state of substantial disrepair. There is no central heating.
14. It is apparent that the House is in a very similar condition as when the Tribunal last inspected it on 30 June 2025. An impasse has been reached. The Tenant

wants the Landlord to put the House in a proper state of repair. The Landlord rather proposes to carry out significant improvements, including the installation of central heating and double glazing which would result in a significant increase in rent. These have been rejected by the Tenant.

15. The front entrance is a wooden single glazed door in poor condition. The hallway has wooden flooring with high ceilings.
16. There is a living room off the hallway which contains an electric fire which has been replaced by the Tenant. The flooring is wooden, and the room has a large bay window. The glazing is wooden framed and single pane glass.
17. The second living area in the property is not utilised by the Tenant due to the damp that is present within the room. Due to external gutter failings, water runs down the external wall of the property and enters the property. There is a large wooden framed sash window with single glazing. An open fireplace is present.
18. The side rear door of the property is wooden and in very bad condition with a big failing in the door at the bottom. The wood is rotten and falling away. The door frame is warped and difficult to open and close the door. The Landlord has carried out some basic repairs to a very low standard.
19. Within the dining area of the property, the tenant installed a gas fire. There is a wooden framed single glazed sash window. In the corner of the room there is evidence of cracking and paper lifting, possibly caused by damp. The flooring is wooden.
20. Some 16/17 years ago, the Tenant installed the current cupboards and white goods that are present in the kitchen.
21. There is another back door to the property which is wooden and rotting. In the kitchen, the window is wooden framed and single glazing. The wooden frame is rotten and failing. There is a leak in the ceiling that is still occurring and appears to be because of loose tiles and pointing failure to the external of the building.
22. The wooden stairs lead up to the first floor where there is a bathroom. The Tenant installed the tiles, mixer tap and shower. There are clear signs of water ingress and damp with cracking in the corners of the room and evidence of black mould.
23. There is a small storage area on the first floor where the tenant's white goods are stored.
24. The second bedroom has signs of water ingress with the ceiling clearly failing in the centre of the room as there was a large hole. This appears to be because of the lead flashings failing and evidence of slipped tiles as they are in the guttering.
25. The main bedroom is a good size with a sash wooden frame.

Evidence

26. Both the Tenant and the Landlord returned the Tribunal's Reply forms.
27. Hamways, the Landlord's managing agent, has provided a number of comparables. Three comparables are two and three bedroom flats at 93 North Street suggesting a range of £1,925 to £2,950 pcm (£444 - £675 pw). Further comparables range were provided at £508, £519, £962 per week. They suggest that a market rent could reach £2,537.50 pcm (£585.50 pw) and that reductions of only 30% should be made.
28. The Tenant has not provided any comparables. He rather complains of the state of the House.

Determination and Valuation

29. The Tribunal first determine the rent which the landlord could reasonably expect to obtain for the House in the open market if it were let today in the condition that is considered usual for such an open market letting in this locality. Our starting point is a market rent of £660 pw. This is somewhat higher than the figure proposed by the Landlord. However, we have decided that we should take the market rent of £630 adopted by Mrs Phillips on 29 July 2025 and to increase this by 5% for inflation in local rental values.
30. Secondly, this property is not let under the terms or in the condition considered usual for a modern letting at a market rent in this highly desirable area. Substantial adjustments must be made for this. Mrs Phillips made deductions of 70%. We see no reason to differ from this assessment. The House is in no better state of repair. If anything, its condition may have deteriorated somewhat.
31. The Tribunal makes the following deductions:
 - (i) No white goods and curtains: 10%
 - (ii) No double glazing: 10%
 - (iii) No central heating: 10%
 - (iv) Kitchen installed by the Tenant: 10%
 - (v) The extensive disrepair and general poor condition of the House, including mould, dampness, extensive wood rot to the windows, and the poor condition of the external doors: 30%.
32. From the starting rent of £660pw, we make deductions of 70% and determine a market rent for the House of £198 per week.

Undue hardship

33. The Tribunal sees no reason to defer the date on which the rent will take effect on grounds of undue hardship.

Decision

34. Therefore, the Tribunal determines the market rent at £198 per week payable from 26 January 2026.

Judge Robert Latham

1 May 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.