



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

Case Reference	LON/00AY/MNR/2025/1014
Property	91 Dorchester Court, Herne Hill, London, SE24 9QY
Tenant	Sophie Manhire
Tenant's Representative	In person
Landlord	Manaquel Company Limited
Landlord's Representative	Debbie Silver (Fastgrand Limited, managing agents)
Date of Application	8 November 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	£2,040 per month
Date the new rent takes effect	1 May 2026

REASONS FOR THE DECISION

Background

1. On 26 September 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,100 per month in place of the existing rent of £1,430 per month to take effect from 15 November 2025. The application relates to 91 Dorchester Court, London, SE24 9QY ("the Flat").
2. On 8 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. On 15 October 2021, the Landlord granted the Tenant an assured shorthold tenancy of the Flat for a term of two years from 15 October 2021 at a rent of £1,430 per month. On 15 October 2023, on the expiry of the AST, the tenancy continued as a statutory periodic assured tenancy.

Allocation of Repairs between Landlord and Tenant.

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

Liability for Council Tax

5. The Tenant pays the council tax.

Inspection/Hearing

6. The Tenant requested both an oral hearing and an inspection.
7. At the hearing, the Tenant appeared in person. She was accompanied by her father, Mr Ian Manhire. The Landlord was represented by Ms Debbie Silver from the Landlord's managing agents, Fastgrand Limited. She was accompanied by two colleagues, Ms Mindy Klein and Ms Mirah Cohen. The Tribunal heard representations from both parties.
8. The Tribunal then visited Dorchester Court. We inspected the Tenant's flat. We walked around the Estate. We inspected the four comparables at Flats 2, 6, 35 and 37 Dorchester Court from the exterior, including the communal staircases. All the flats were served by lifts. The Landlord was not present at the Inspection.

The Property

9. Dorchester Court is a development of 96 flats in eight blocks around a central landscaped courtyard. It was built in 1933-4 in the Moderne style. In 2004, the Estate was given a Grade II Listing. In 2014, Historic England put the Estate on its Heritage at Risk Register.
10. On 10 June 2025, the London Borough of Lambeth (Lambeth) served improvement notices on the Landlord in respect of both the Tenant's Flat and Block 8 the building in which her flat is situated:

(i) The Notice in respect of the Flat is based on excess cold which is considered to be a Category 1, Band C risk. The original Crittal windows are in disrepair and are ill fitting. The hazard arises through the high transference of heat through windows and doors due to the poor thermal qualities, draughts and lack of maintenance.

(ii) The Notice on Block 8 is based on structural collapse and falling elements which have been assessed as a Category 2, Band J hazard. Extensive water damage to the structural elements has caused corrosion to key elements of the structure, including steel beams, lintels, roof slabs. There is spalling of both concrete and brickwork.

The work in respect of both Notices was to be completed by 15 July 2026.

11. Ms Silver stated that the Landlord has been in dialogue with Lambeth for some ten years. It has applied for planning permission to replace the windows. It is also seeking to add an additional floor and develop the area with the garages. The Landlord has appealed against the improvement notices. The planning application is awaiting a decision from a Planning Inspector.
12. The Flat has two bedrooms and a living room. The Crittal windows are in a poor state of repair. The Tenant is unable to open one of the two doors onto the balcony. The Tenant is also unable to open some of the windows. The balconies in Block 8 are shored up by wooden supports. The Flat has the original bathroom. The tiling and cupboards in the kitchen are original. There was some movement to the flooring in the bathroom consistent with some of the flooring starting to rot. It was let without curtains or carpets. The floors are varnished. The Tenant complained of a number of hairline cracks in the ceilings throughout the Flat. However, these are cosmetic and reflect the basic decorative condition in which the Flat was let.

13. There is a communal hot water and central heating system. Central heating is provided from October until early April. The Tenant complained that there had been a cockroach infestation on the Estate, There was no evidence of any current infestation affecting the Flat.
14. Flats 2 and 6 are in Block 1, whilst Flats 25 and 27 are in Block 4. All the blocks show similar levels of structural collapse with balconies supported by timber supports. Scaffolding had been erected around Block 3 where it is apparent that attempts are being taken to address these structural defects.

The Tribunal's Determination

15. Both the Tenant and the Landlord returned the Tribunal's Reply forms. The Tribunal had initially been surprised by the large rent increase sought by the Landlord. The Tenant had also provided four comparables at Rutland Court which suggested rents in the range of £1,600 to £1,950 pm. She argued for a rent of £1,750 per month.
16. However, the Landlord was able to adduce evidence of four recent lettings of two bedroom flats on the Estate. We are satisfied that this is the best evidence of comparable. There are 96 flats on the Estate. Twenty four are let on long leases; seventy two flats are let on assured tenancies. These rents are higher than we would have expected having regard to other rents in the locality and the problems which we have identified on the Estate. However, it is apparent that despite these problems, the flats attract tenants who are willing to pay these rents. The Estate has a very attractive location and some flats have excellent views of London. The central garden is well maintained.

Comparables at Dorchester Court					
Flat	Block	Size m2	Floor	Rent Pm	Start Date
91	8	77.06	2nd		
6	1	82.08	1st	£2,450	3.12.25
35	4	80.65	G/F	2,400	6.12.25
2	1	82.39	G/F	2,350	5.12.25
47	4	87.29	3rd	2,400	21.4.25

17. At the hearing, the Landlord provided the floor plans for the four comparables. These are based on the living area. The plans confirmed that all the flats are similar albeit that all the comparable are slight larger than the Flat.
18. At the hearing, the Tribunal was also able to access the rental particulars in respect of Flat 35. This confirmed that the flat was in a better condition than the Flat. The floor level does not seem to have an impact on the rentals.

19. The Tribunal has therefore taken £2,400 per month as its starting point. However, we make a reduction of 15% (£360) in respect of the following factors: (i) these comparables are slightly larger than the Flat; (ii) they seem to be in a better condition; and (iii) we have identified a number of items of disrepair in the Flat. We make only a limited reduction for the disrepair as it is apparent that the other flats have Crittal windows which are in a poor condition and these blocks are also affected by structural defects. We therefore assess a market rent of £2,040.

Undue hardship

20. 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.
21. The Landlord has recently served a Section 21 Notice. The Tenant has recognised that she would need to move in any event because she would be unable to afford to pay the increased rent. The rent is a very substantial increase and will be some 55% of her take home pay. Ms Silver agreed that the increase would cause undue hardship for the Tenant.
22. the Tribunal is satisfied that the increase will cause undue hardship for the Tenant and accordingly sets the starting date for the new rent as 1 May 2026, the date of the hearing.

Decision

23. Therefore, the Tribunal determines the market rent at £2,040 per calendar month with effect from 1 May 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.