	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AW/MNR/2026/0172**
Property	**Basement Flat, 44A Redcliffe Gardens, London SW10 9HB**
Tenant	**Miss Susan Mary Justice**
Tenant's Representative	**n/a**
Landlord	**Charles Pettiward**
Landlord's Address	**c/o Daniel Watney LLP, 165 Fleet Street, London EC4A 2DW**
Landlord's Representative	**Ania Szantalewicz, Daniel Watney LLP**
Date of Application	**29 January 2026**
Type of Application	**Determination of a Market Rent under sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge D Gethin** **Mrs A Kelly MRICS**
Date of Decision	**10 August 2026**
Rent Determined	**£3,800.00 pcm**
Date the new rent takes effect	**1 February 2026**

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REASONS FOR THE DECISION

Background

1. On 23 December 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £4,200.00 per calendar month (pcm) in place of the existing rent of £3,725.00 pcm to take effect from 1 February 2026.

2. On 29 January 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 on 8 March 2012 for a term of 12 months and thereafter continued as a statutory periodic tenancy. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

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

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

5. No service charges were identified in the section 13 notice. Council tax, water charges and fixed service charges were stated to be nil. The tenancy is unfurnished.

Liability for Council Tax

6. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Inspection/Hearing

7. The Tribunal has considered this case on the basis of an inspection, an oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

8. The Landlord's representative was Miss Ania Szantalewicz, Property Manager for the building in which the Property is situated. She was assisted during the hearing by her colleagues, Mr Lewis Winter and Miss Nicole Smith.

9. The Tenant was assisted by her partner, Mr Graham Harris.

The Property

10. The Tribunal carried out an inspection of the Property on 7 August 2026 in the presence of the Tenant, Mr Graham Harris, and Mr Winter.

11. The Property is a lower ground floor self-contained flat within a converted period building at Redcliffe Gardens, Chelsea, which despite its name is in fact a busy road. The Property is accessed from a separate side entrance down a flight of stairs. It comprises three bedrooms, two bathrooms, kitchen with conservatory attached, entrance hall, living room and private rear garden. The living room has a bay window with original timber-framed, single glazed patio doors leading out on to stairs up to the garden. The gross internal floor area is stated in the Tenant's Reply Form to be approximately 117 square metres (1,259 square feet) according to an EPC certificate. During the Hearing, Mr Harris on behalf of the Tenant submitted that the gross internal floor area is approximately 1,090 square feet excluding the conservatory.

12. The Property benefits from central heating, partial double glazing, white goods and a substantial private west-facing garden. The front bedroom had the benefit of secondary glazing.

13. There is a carpeted hallway, re-laid and redecorated in 2022, with carpet throughout save for the kitchen and conservatory.

14. There is some peeling of the painted plaster finish in the living room near the external rainwater goods. There is a large stain on the hallway ceiling from water ingress from the flat above. There is also 'blistering' on the surface of a downlight in the living room that may be indicative of water ingress. The grouting of the floor tiling of the bathroom and ensuite is in poor condition due to, according to the Tenant, a leak from the ensuite toilet, and there is evidence of a white deposit on the bedroom carpet close to the ensuite door. A freezer, supplied by the Tenant, and a washing machine are located in a storage cupboard.

15. There was cracking of paint finishes at junctions of walls and architraves throughout consistent with normal movement and we did not consider this to be of a significant concern.

16. The second bedroom smelled damp, and we were told that the storage cupboard inside that room could not be used because it is extremely damp being located underneath the steps to the front entrance of the main building.

17. The rear elevation of the Building was in generally good condition. The private garden is a good size with a feature curved wall to the rear adjacent to a decked area. The Tenant had re-rendered and painted the wall. The decking is generally loose and rotten in some areas and not used by the Tenants and the exterior lighting in this area is not working.

Evidence

18. We had the benefit of the following:

    a. Tenant's application and statement of case dated 29 January 2026;
    b. Landlord's appendix to the Reply Form including comparables;
    c. Tenant's Reply Form and Response to the Landlord's evidence including comparables.

The Tenant

19. The Tenant's case was that the proposed rent exceeds market level having regard to the condition of both the flat and the building. Particular reliance was placed upon alleged external disrepair, water ingress to the entrance hall ceiling, cracking and damp-related defects, unresolved bathroom leaks, draughty single-glazed rear doors, the condition of the garden decking and the size and layout of certain rooms.

20. We accept that there has been a history of exterior disrepair, but we explained at the hearing that we only have regard to the condition at the date of the determination and the impact this would have on the rent that could be achieved. The falling masonry along the side of the building that had led to Mr Harris's trip and injury, were also not matters we have regard for.

21. The Tenant also challenged the Landlord's comparables and produced alternative market evidence obtained from current listings within SW10.

22. The following comparables were provided by the Tenant:

    a. Lots Village at £3,500 pcm;
    b. Ashburnham Road at £3,750 pcm (achieved rent);
    c. Kings Road at £3,998 pcm; and
    d. Ashburnham Road, £4,500 pcm.

23. The Tenant requested that any increase be effective from the date of the Tribunal's determination on the basis of alleged undue hardship.

The Landlord

24. The Landlord described the property as a lower ground floor three-bedroom, two-bathroom flat with a large west-facing garden extending to approximately 117 square metres. The Landlord stated that the property was in good to very good condition and referred to redecorations and carpet replacement undertaken in 2022.

25. The following comparables were provided by the Landlord:

    a. Redcliffe Square at £4,500 pcm;
    b. Fulham Road at £4,312 pcm; and
    c. Finborough Road at £4,300 pcm.

26. The Landlord contended that the proposed rent of £4,200 pcm remained below prevailing market rent levels for comparable accommodation.

27. During the hearing, we were told that two other flats are rented by the Landlord's agent. The first-floor flat is 914 square feet and has an agreed let at £2,900 pcm. The top-floor flat, situated in the attic, is 818 square feet and has an agreed let at £2,750 pcm. Both are 2-bedroom flats and neither has a balcony.

28. The Landlord also relied upon Section 20 consultation documents demonstrating proposed external repairs and decoration works to the building. At the hearing we were told that the works are due to commence in September 2026.

Determination and Valuation

29. We find that neither party's comparables are sufficiently close to be determinative.

30. The Landlord's closest comparable was Finborough Road in that it was stated to be similar in size and location with a mature garden, and Mr Winter told us during the hearing that the building is in a similar condition. It had been taken off the market in September 2025 and Mr Winter assumed that the rent was as advertised. It is a maisonette but otherwise we find it is similar to the Property, but we had regard for the fact that this was an advertised rent and not an achieved let rent. Redcliffe Square is a quieter, more secluded and more exclusive garden square location which we find would command a premium.

31. The Tenant's closest comparable was Ashburnham Road in that the Tenant had confirmed that £3,750 was an achieved rent. However, this property is smaller

and whilst it has two balconies, it does not have a garden which attracts a premium.

32. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the parties, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £4,200 pcm. This is the rent we would expect the Property to let for in the open market if it was in the same general condition as the comparable properties including having white goods save for a freezer provided by the landlord.

33. From this level of rent, the Tribunal has made adjustments in relation to the following:

    a) the Property's location facing on to a busy road
    b) external condition which features an extremely dilapidated front elevation and a rotten deck in the garden
    c) internal condition with the large leak stain in the hallway, stained and eroded floor tile grouting in the bathroom and ensuite

    The full valuation is shown below:

Starting Rent			£4,200 pcm
Less			
a)	Items given under a) above	£200	
b)	Items given under b) above	£150	
c)	Items given under c) above	£50	£400
Market rent			**£3,800 pcm**

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 asked the Tribunal to fix a later starting date in this case. The Tenant submits we should do given the unrepaired safety hazard at the property; the cumulative financial impact of two substantial increases in 14 months; and the serious injury caused to Mr Harris by the property's dangerous condition.

36. The Landlord did not respond.

37. For the following reasons the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and accordingly sets the starting date for the new rent as 1 February 2026. Whilst the matters complained of by the Tenant are of importance to them, the safety hazard and injury are not grounds which are relevant to the Tribunal. The Tenant agreed the 2025 increase, and we have determined a relatively modest increase in the rent for 2026.

Decision

38. Therefore, the Tribunal determines the market rent at £3,800.00 per calendar month with effect from 1 February 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.