

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AL/MRA/2026/0041
Property	131 Corelli Road, London, SE3 8EN
Tenant	Jessica Siaw, Ama Adu & Vercia Siaw
Tenant's Representative	N/A
Landlord	Ali Sabanci
Landlord's Address	122 Denmark Hill, London, SE5 8XR
Landlord's Representative	Eaton Green
Date of Application	17 June 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Ms S Beckwith MRICS Ms O Awotesu
Date of Decision	12 August 2026
Rent Determined	£1,900 per calendar month
Date of Valuation	27 July 2026
Date the new rent takes effect	27 August 2026

REASONS FOR THE DECISION

Background

1. On 15 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,050 per calendar month (pcm) in place of the existing rent of £1,725 pcm to take effect from 27 July 2026.
2. On 17 June 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy commenced on 27 June 2019. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.
5. The Tenant is required to keep the interior of the Property in good repair and condition, as well as good decorative order and condition.

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

6. N/A

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. N/A

Hearing

9. Neither party requested an oral 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 semi-detached house, offering the following accommodation:

Property: three bedrooms, a bathroom, living room and kitchen.

Outside: a front driveway and rear garden

The Property benefits from central heating and double glazed windows. The Tenant stated that the Property was let furnished, but neither party has confirmed details of the furniture provided.

The Property is situated in the Royal Borough of Greenwich in southeast London. Eltham station and Kidbrooke station are just over a mile to the south and southeast.

Evidence

11. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant

12. The Tenant made the following comments:

- a) The Property suffers from significant damp, water ingress and mould issues. The Tenant provided a timeline confirming a leak was reported in March 2020. Damp was then reported in April 2026 and the managing agent confirmed an inspection had taken place in May 2026. Photographs of internal damp and mould were provided by the Tenant.
- b) Photographs of cracking on the exterior walls of the Property were provided.

13. The Tenant did not provide comparable rental evidence. The Tenant commented that a comparable on Zangwill Road marketed at £2,500 pcm presented by the Landlord is in substantially better condition, contains three bathrooms, modern decoration and upgraded finishes.

14. The Tenant confirmed their opinion that the market rent is £1,725 pcm.

The Landlord

15. The Landlord made the following comments:
- a) The Landlord confirmed that all previously reported repairs have been completed.
 - b) The damp in the hallway was reported in April 2026 and investigation by a roofer confirmed that the leak was not coming from the roof. Further investigation of the source of the damp is ongoing.
16. The Landlord did not provide comparable rental evidence, but commented that the rent proposed followed an assessment based on evidence obtained from Zoopla taking into account the size, location and condition of the Property.

Determination and Valuation

17. Neither party provided comparable evidence. The photographs provided by the Tenant are of areas of damp and mould, but do not show context or have labels to confirm in which part of the Property they were taken. The Tribunal notes from the correspondence provided that the Landlord is taking steps to investigate and fix the issue reported by the Tenant.
18. Relying on its own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rent of the subject Property in good order would be in the order of £2,000 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as comparable properties including having white goods and furniture provided by the Landlord.
19. From this level of rent, the Tribunal has made adjustments in relation to the following:
- a) Terms and conditions of the tenancy agreement, the Tenant being responsible for internal decorations and minor repairs, which is not usual for an assured tenancy offered on the open market.
20. The full valuation is shown below:

Starting Rent £2,000 pcm

Less

Terms of tenancy) approx. 5% £100

Open-Market Rent £1,900 pcm

Undue hardship

21. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.
22. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says she will be caused undue hardship because she is now the sole person responsible for household costs. Her mother is unable to work due to health conditions and relies on Universal Credit and Personal Independence Payments. The Tenant provided confirmation of the Personal Independence Payment from February 2026 and Ms Adu's limited capability for work from January 2026.
23. The Landlord commented that the Tenant has not provided any evidence to suggest that the proposed increase would have an impact on her financial circumstances or would cause financial hardship. Subsequently the Tenant provided a breakdown of household expenses.
24. As a result of our decision the rent will increase by £175 per month. On the basis of the evidence supplied by the Tenant and the comments made by the Landlord, the Tribunal does not have sufficient evidence of the overall household financial position to demonstrate undue hardship and does not fix a later starting date.

Decision

25. The Tribunal determines the new rent amount at £1,900 per calendar month with effect from 27 August 2026 as this is lower than the proposed rent of £2,050 per calendar month.

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 (rule 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.