

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AJ/MNR/2025/1027
Property	10 Ivy Crescent, London, W4 5NG
Tenants	Kemi Egan and Zachary Meekings
Tenants' Representative	n/a
Landlord	Capital Living London Limited
Landlord's Address	Unit 68 The Link, 49 Effra Road, London SW2 1BZ
Landlord's Representative	Jordi Pasqualin
Date of Application	27 October 2025
Type of Application	Determination of a Market Rent 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	£4,625.00 pcm
Date the new rent takes effect	1 November 2025

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 £5,450 per calendar month (pcm) in place of the existing rent of £4,300 pcm to take effect from 1 November 2025.
2. On 27 October 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. That application was only signed by Ms Egan, and the application was only accepted once countersigned by Mr Meekings, the other joint tenant under the tenancy, on 19 December 2025.
3. The Tribunal first determined a preliminary jurisdiction issue and by decision of the Regional Surveyor, Mrs E Ratcliff MRICS, dated 6 May 2026 it was held that the Tribunal had jurisdiction to determine the application.
4. The Tribunal found that the operative tenancy was the assured tenancy dated 24 June 2024 that commenced on 1 August 2024 for a term of 12 months and thereafter continued as a contractual periodic assured tenancy after expiry of the fixed term. The rental period is monthly. We have disregarded the various tenancy agreements before that date going back to 1 November 2021.

Allocation of Repairs between Landlord and Tenant.

5. 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.

6. No separate service charge is payable.

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. None.

Inspection/Hearing

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

The Property

10. The Tribunal carried out an inspection of the Property on 7 August 2026 in the presence of the Tenant, Mr Meekings. The Landlord's agent attended but was not permitted entry into the Property.
11. The Property is a three-storey Victorian terraced house situated on a quiet street in Chiswick, London offering the following accommodation:

Ground floor:

Large through reception room (25 m²)

Kitchen with island (21 m²)

Cloakroom toilet

First floor:

Main bedroom to the front (18 m²)

Middle bedroom (10 m²)

Bathroom (7 m²)

Rear bedroom (13 m²)

Second floor:

Front bedroom with ensuite (8 m²)

Rear bedroom (7 m²)

Outside:

Garden laid to patio and artificial turf

12. The Property benefits from central heating, partial double glazing, white goods (save for the Tenants' supplied additional fridge), and a private garden but no garage or off-street parking. Permit parking is available
13. There were original wooden sash windows with exterior masonry sills to the ground and first floor elevations, save for the kitchen, which were in general need of repair and refurbishment including addressing cracks and flaking paint

finishes. There was evidence of mould as result of condensation to the rear bedroom on the first floor.

14. There is an engineered wood floor on the first-floor landing (which is uncapped or edged at the top of the stairs), exposed wood floor in the reception room and bathroom, tiled floor kitchen and ensuite with carpet throughout the rest of the Property.
15. The shower in the bathroom had become detached from the wall, and has still not been repaired, the extractor fan was confirmed to be working but appeared not to be routinely used because of the noise, and the toilet roll holder in the ensuite had become detached from the wall. There was mould in the bathroom and in the main bedroom, as well as peeling paint finish to a painted wooden wardrobe door in the main bedroom, which appeared to be a result of tenant lifestyle rather than disrepair.
16. There was evidence of water staining in the kitchen as a result of leaks from the roll top bath in the bathroom through the wooden floorboards and then through the extractor fan and spotlights of the kitchen. This is not a result of disrepair but better considered a result of a design defect (by having exposed floorboards and not a sealed waterproof floor in the bathroom) or due to tenant lifestyle.
17. The flue from the boiler located in the kitchen passed through an inspection chamber (plywood board with screws) that was in generally poor condition, as noted by the Tenants, and yet to be repaired.
18. There was wear to the finish of the wood floorboards in the reception room, but this appeared to be general wear and tear and ordinary traffic.
19. Blinds on each of the three Velux windows in the front second floor bedroom were purportedly fitted by the Landlord according to the Tenants' evidence but, during the inspection, Mr Meekings informed us that he had installed them. One had fallen off, and the other two were hanging loosely. We put this down to tenant lifestyle.
20. Other than the exterior window sills, we found the exterior condition to be in good condition save that there is damp in the rear first floor bedroom which is situated close to the unused chimney stack and a visual inspection of the slightly pitched flat roof above that bedroom (from the rear second-floor bedroom) suggests that the flashing in that area may be allowing a leak. There was also evidence of mould on the ceiling of the middle first floor bedroom, with no obvious cause.

21. We did not have the benefit of an oral hearing where evidence from both parties could be tested. The photographs at Appendix J to the Tenants' application were consistent with what we observed during the inspection indicating that works have not been done for at least 10 months. At the same time, when the Landlord's agent was denied entry, she asked about arranging a gas safety inspection and Mr Meekings replied that they would arrange this and present the invoice to the Landlord's agent. We would have wished to challenge the evidence as to the causes of the condition of the Property and whether the Tenants have allowed works to be undertaken. However, that is not necessary for us to reach a decision.

Evidence

22. We had the benefit of the following:
- a. Tenants' Rents 1 application & Appendices A-O dated 23 October 2025;
 - b. Landlord's Reply Form received on 2 June 2026 and written submissions including comparables;
 - c. Tenant's Reply Form and Response to the Landlord's evidence received on 23 June 2026 including comparables.

The Tenant.

23. The Tenants submitted that the proposed rent of £5,450 pcm does not reflect the actual condition and specification of the Property.
24. They rely upon evidence of deteriorating single-glazed windows, damp and mould, worn flooring, contractor damage, exposed wiring, damaged fixtures and a lack of refurbishment.
25. The Tenants contend that the property is inferior in condition to the Landlord's comparables and argue for a rent in the region of £4,300 to £4,500 pcm.
26. The following comparables were provided by the Tenant:
- a. 76 Bollo Lane advertised at £4,494 pcm;
 - b. Weston Lane advertised at £4,199 pcm;
 - c. Bollo Lane let when advertised at £4,500 pcm but advertised at £5,850 pcm 5 months previous to being let;
 - d. Ivy Crescent advertised at £4,975 pcm but 6 bedroom.
27. The properties on Bollo Lane back on to Ivy Crescent and are of a similar age and design.

28. 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

29. The Landlord submits that the proposed rent of £5,450 pcm is supported by market evidence.
30. The Landlord relies particularly upon comparables at 18 Ivy Crescent (£6,500 pcm), 63 Ivy Crescent (£5,100 pcm) and other five-bedroom properties in the Chiswick area marketed between approximately £5,100 and £8,500 pcm.
31. The Tenant requested that any increase be effective from the date of the Tribunal's determination on the basis of alleged undue hardship.

Determination and Valuation

32. The Tribunal considers that the Landlord's comparables establish that fully modernised and well-presented five-bedroom houses in the locality are capable of achieving rents significantly above £5,000 pcm. However, a number of those comparables appear superior in specification (such as better specification kitchen and flooring, double glazing and roof terraces), condition and presentation to the Property. The Tenants' comparables also had double glazing.
33. The Tribunal notes the comparator at 63 Ivy Crescent and the Tenant's evidence that superior properties on the same road, or in Bollo Road which backs on to the same road, had advertised prices below the proposed rent.
34. 18 Ivy Crescent commanded a significant premium over the proposed rent for the Property but was larger than the Property, had 3 bathrooms rather than a cloakroom toilet, much better quality of finish throughout, and a roof terrace. The Landlord submitted this was an achieved rent, though there was no evidence to support this other than the property had been removed from the market.
35. 63 Ivy Crescent was below the proposed rent, but was more than 20% larger in terms of floor space and a better quality of finish throughout, even though it was 2 bathrooms and no roof terrace making it a closer comparable to the Property in terms of rooms.
36. 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 in good order would be in the order of £4,800 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.

37. The parties have an unusual history regarding the letting of the Property. We only had regard for the latest tenancy agreement and the evidence as to the present market rental value.
38. From this level of rent, the Tribunal has made adjustments in relation to the following:
- a) single glazing with evidence of flaking paint on wooden frames, mould likely attributable to condensation, and exterior sills in poor condition and in need of renewal
 - b) interior condition having regard for those matters that are evidently not due to the Tenants' lifestyle, namely the staining on the ceiling of the rear first-floor bedroom near the chimney stack, and in the middle first-floor bedroom

The full valuation is shown below:

Starting Rent			<u>£4,800 pcm</u>
<u>Less</u>			
a)	Items given under a) above	£150	
b)	Items given under c) above	£25	<u>£175</u>
Market rent			£4,625 pcm

Undue hardship

39. 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.
40. The Tenants requested that any increase take effect from the date of the Tribunal's determination, contending that retrospective implementation would cause hardship to a young family. The bundle contains no financial evidence demonstrating hardship beyond those submissions.
41. The Landlord did not respond.
42. In the absence of evidence as to the effect that the increase would have, as well as the fact that the determined increase is moderate compared with the proposed rent, 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 November 2025.

Decision

43. Therefore, the Tribunal determines the market rent at £4,625 per calendar month with effect from 1 November 2025.

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.