

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AH/MNR/2026/0521
Property	146 Whitestone Way, Croydon, CR0 4FG
Tenant	Ms D Dileep and Mr B Mohan
Tenant's Representative	N/A
Landlord	Mr U Farooq
Landlord's Address	C/o Barnard Marcus, Cumbria House, 16-20 Hockliffe Street, Leighton Buzzard, Bedfordshire, LU7 1GN
Landlord's Representative	Barnard Marcus
Date of Application	28 June 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Ms S Allen Mr D Jagger MRICS
Date of Decision	10 August 2026
Rent Determined	£1,810.00 per calendar month
Date the new rent takes effect	30 June 2026

REASONS FOR THE DECISION

Background

1. On 28 April 2026, the Landlord, acting by his agent Barnard Marcus, served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,810.00 per calendar month in place of the existing rent of £1,750.00 per calendar month to take effect from 30 June 2026.
2. On 28 June 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The tenancy is an assured shorthold tenancy granted to Ms Deepa Dileep and Mr Bipin Mohan by an agreement dated 30 June 2025 at a rent of £1,750.00 per calendar month payable in advance on the 30th day of each month. The Tenants state that they have occupied the Property since June 2022 under earlier agreements. The rental period is monthly.
4. The Landlord's notice was served before 1 May 2026. The Tribunal has accordingly determined this reference under sections 13 and 14 of the Housing Act 1988 as those sections had effect immediately before the amendments made by the Renters' Rights Act 2025, the transitional provisions preserving the earlier regime for notices served before that date.

Allocation of Repairs between Landlord and Tenant.

5. As per section 11 of the Landlord and Tenant Act 1985.
6. The Property is let unfurnished. The Tenants are responsible for internal decoration and for some minor repairs as well as for providing furniture, floor coverings and window coverings.

Services Charges or furniture provided by Landlord

7. Service charges are not payable by the Tenants for the Property. No furniture is provided by the Landlord. The rent is exclusive of charges for utilities.

Liability for Council Tax

8. The Tenants are responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Inspection/Hearing

9. Neither party requested an oral hearing or an inspection of the Property, and both parties agreed to the application being determined without either. 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

The Property is a third floor flat within a modern purpose built development, comprising an open plan living room and kitchen, two bedrooms and two bathrooms, one of which is an en-suite shower room serving the principal bedroom. The approximate gross internal floor area is 62.47 square metres (672 square feet).

Outside: Balcony and allocated parking.

The Property benefits from double glazing and electric heating with radiators to all rooms. Floor coverings are of vinyl.

The Property is situated in the New South Quarter development at Whitestone Way, Croydon, close to the tram network and within approximately one mile of Croydon town centre.

Evidence

10. Both the Tenants and the Landlord returned the Tribunal's reply forms. The Tenants also submitted a reply in form MR3 together with a written submission and further comparable evidence.

The Tenants.

11. The Tenants made the following comments:
 - a) The Property is let unfurnished and the Tenants have purchased all of the furniture and household items themselves.
 - b) One of the two bedrooms is small when compared with other two bedroom properties within the same development.
 - c) The Tenants have occupied the Property since June 2022, have maintained it well and have always paid the rent on time.
 - d) The rent was increased by £100 per calendar month in 2024 and by a further £100 per calendar month in 2025, whereas the Tenants

- understood that other landlords within the same development were seeking increases of approximately £25 to £50 per calendar month.
- e) The Tenants contend that the open market rent for the Property is £1,650 per calendar month, and that a reasonable rent for an unfurnished flat in the development is between £1,550 and £1,600 per calendar month.
 - f) The Tenants confirmed that a rent increase would not cause them hardship.
12. In terms of rental evidence, the Tenants provided screenshots of the following two bedroom properties advertised on Rightmove:
- a) A furnished apartment at Connersville Way, Croydon CR0, with two bathrooms and allocated parking, advertised at £1,700 per calendar month following a reduction.
 - b) A flat at 21 Whitestone Way, Croydon CR0, with two bathrooms, an en suite and off road parking, advertised at £1,700 per calendar month following a reduction.
 - c) An unfurnished apartment at Whitestone Way, Croydon CR0, with two bathrooms and underground parking, advertised at £1,750 per calendar month following a reduction.
 - d) A flat at Cabot Close, Croydon, with two bathrooms, described as fully redecorated, advertised at £1,750 per calendar month.
 - e) A fourth floor apartment at Whitestone Way, Croydon, with two bathrooms, advertised at £1,600 per calendar month.
13. The Tenants further submitted that several of the properties relied upon by the Landlord are furnished, or benefit from premium features such as large private terraces, private roof terraces or penthouse layouts, or lie outside the Tenants' development, and are for those reasons less directly comparable. The Tenants also drew attention to an inconsistency in the Landlord's evidence, in that the property bearing reference number 1107092 at Royal Court, Croydon, appears in the Landlord's Best Price Guide at £2,400 per calendar month whereas the Rightmove listing located by the Tenants shows the same reference number at £1,800 per calendar month.

The Landlord

14. The Landlord made the following comments:
- a) The Landlord does not accept the Tenants' contention that the market rent for properties in the area and the development is in the region of £1,650 per calendar month, and considers the figures put forward by the Tenants to be below market value.

- b) The Landlord relies upon a Best Price Guide prepared by his agent, which he says shows that properties in the area are priced closer to the rent sought.
 - c) The Landlord wishes to charge the rent proposed in his Section 13 notice.
 - d) The Landlord's costs have risen and the increase is not sought for reasons of profit.
15. The Best Price Guide relied upon by the Landlord covered two bedroom properties marketed within 0.25 miles of CRO 4FG between 1 January 2026 and 30 June 2026 and included the following:
- a) A flat at Royal Court, Croydon CRO, reference number 1107092, at £2,400 per calendar month, marketed for one day in March 2026.
 - b) A penthouse at Whitestone Way, Croydon CRO, with three terraces, secure allocated parking, two bathrooms and a walk in wardrobe, at £2,100 per calendar month.
 - c) Flats at Royal Court CRO, Connersville Way CRO and Waddon Close CRO, each at £1,850 per calendar month.
 - d) An unfurnished top floor flat at Connersville Way, Croydon, with two bathrooms, a large roof terrace and balcony and a private parking space, at £1,850 per calendar month and shown as let agreed.
 - e) A flat at Connersville Way, Croydon CRO, with concierge, balcony and underground parking, at £1,849 per calendar month.
 - f) A flat at Purley Way CRO, with an en suite and concierge, at £1,800 per calendar month.
 - g) A furnished apartment at Whitestone Way, Croydon CRO, with two bathrooms, built in wardrobes, a private roof terrace and secure parking, at £1,800 per calendar month and shown as let agreed.

Determination and Valuation

16. Section 14 of the Housing Act 1988 requires the Tribunal to determine the rent at which it considers the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy, on the terms of the subject tenancy other than as to rent, and disregarding the matters set out in section 14(2). Those disregards include any effect on the rent attributable to the fact that the Tenants are sitting tenants, and any increase in value attributable to a relevant improvement carried out by the Tenants.
17. The Tribunal is grateful to both parties for the evidence they have provided. All of the evidence relied upon by both parties consists of advertised asking rents rather than achieved rents. Asking rents are of assistance in establishing the tone of the market but they are not conclusive, since a property may in the event let at a figure above or below the rent at which it was advertised.

18. The Tribunal accepts the Tenants' submission that limited weight can be given to certain of the entries in the Landlord's Best Price Guide. We understand the property at Royal Court was advertised for a single day, and the Tenants have identified a listing for the same reference number at a materially lower figure. The penthouse at Whitestone Way is superior to the subject Property by reason of its layout and its three terraces. Those two entries have accordingly been given little weight.
19. Leaving those entries aside, the evidence of both parties is reasonably consistent. Two bedroom, two bathroom flats within the immediate area were advertised during the first half of 2026 at rents of between £1,600 and £1,850 per calendar month. The closest evidence is that relating to Whitestone Way itself, where a furnished apartment with a private roof terrace and secure parking was let agreed at £1,800 per calendar month, and an unfurnished apartment with underground parking was advertised at £1,750 per calendar month.
20. Relying on that evidence, and on its own expert, general knowledge of open market rental values in the area, the Tribunal considers that the market rental of the subject Property to be £1,810 per calendar month.

Undue hardship

21. 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.
22. The Tenants confirmed in their application that a rent increase would not cause them hardship, and they have not asked the Tribunal to fix a later starting date. The Landlord was not asked to address the point.
23. The Tribunal considers the increase taking 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 30 June 2026.

Decision

24. Therefore, the Tribunal determines the market rent at £1,810.00 per calendar month with effect from 30 June 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.