

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AY/MRA/2026/0092
Property	2H Weld Works Mews, Brixton, London, SW2 5AX
Tenant	Amy Moretsele
Tenant's Representative	
Landlord	Lexadon Property Group
Landlord's Address	Unit 2, The Viaduct Business Centre, 346A Coldharbour Lane, London, SW9 8PL
Landlord's Representative	
Date of Application	10 July 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Wendy Banks - Chair Patrick McGreal MRICS– Tribunal Member
Date of Decision	13 August 2026
Rent Determined	£1,380 per calendar month
Date the new rent takes effect	22 August 2026

REASONS FOR THE DECISION

Background

1. On 05 June 2026, the Landlord served a notice under Section13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £1404.00 per calendar month (pcm) in place of the existing rent of £1300.00 pcm to take effect from 22 August 2026.
2. On 10 July 2026, under Section14 (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 Tenant originally occupied the Property under a tenancy commencing on 22 August 2022. The current tenancy agreement is dated 22 August 2025. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section11 of the Landlord and Tenant Act 1985.

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

5. The Property was let with an under-counter fridge freezer, a washing machine and basic furnishings provided by the Landlord. The furnishings comprised a sofa, coffee table, dining table with four chairs, a small double bed, a small freestanding wardrobe, a bedside table with two drawers and a chest of drawers with three drawers. The Tenant stated that the fridge freezer had been provided by the Landlord but was subsequently replaced by the Tenant because the Landlord did not carry out repairs or provide a replacement. However, the Tenant did not provide any evidence of the replacement fridge freezer.

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.

Any other terms of the tenancy taken into consideration in determining the rent.

7. None.

Hearing

8. 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

9. The Property is a studio flat on the third floor of a four-storey converted Victorian workshop. It is situated within approximately one mile of Brixton mainline and Underground stations and is a very short walk from Brixton Hill, which is served by a number of bus routes. The accommodation comprises one room and a bathroom. The Property is a modern conversion measuring approximately 331 square feet/31 square metres.

Evidence

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

The Tenant

11. The Tenant made the following comments:
12. The Tenant considered that the open-market rent for the Property was £1,350 pcm. She relied on comparable evidence of studio flats within the SW2 postcode, including properties of a similar size, and said that those comparables supported a rent in that region. She said that the strongest comparable was a studio flat in the same building, with the same layout and landlord, which had been let at £1,365 pcm after being marketed for approximately 34 days. She submitted that this indicated that £1,365 pcm was at the upper end of what the market would bear, rather than a competitive market rent.
13. The Tenant provided a copy of the tenancy agreement, a floorplan and photographs of the interior of the Property. The photographs show the Property to be in good condition and to have modern amenities. The Tenant also provided a photograph and WhatsApp messages concerning a damaged door and security issues within the development. Limited context was initially provided as to the location of the damaged door. In her reply to the Landlord's evidence, the Tenant explained that the damaged door was in the neighbouring building, but that the two buildings shared an entrance gate and that she relied on the material as evidence of wider security concerns affecting both buildings.
14. The Tenant provided the following comparables:
 - a) Studio apartment in the same building, with the same layout, advertised at £1,365 pcm. The Tenant considered this to be directly comparable.

- b) Studio apartment in Tierney Road, measuring approximately 292 square feet, advertised at £1,350 pcm. This is slightly smaller than the Property.
- c) One-bedroom flat in Roupell Road, advertised at £1,350 pcm. The Tenant did not consider this directly comparable because it is likely to be larger and has a separate bedroom, living room and kitchen.
- d) One-bedroom apartment in Tierney Road, advertised at £1,250 pcm. The Tenant did not consider this directly comparable because it has a separate bedroom.
- e) Studio apartment on Tulse Hill, advertised at £1,095 pcm.
- f) Studio apartment on Coburg Crescent, advertised at £1,090 pcm.
- g) Studio apartment on Upper Tulse Hill, advertised at £1,148 pcm.
- h) Studio apartment on Josephine Avenue, advertised at £1,350 pcm.
- i) Apartment on Coburg Crescent, advertised at £1,090 pcm. The listing appears to show a separate kitchen/diner area.
- j) Two studio apartments in the same building, advertised at £1,690 pcm. The Tenant did not consider these directly comparable because they are larger, have more windows and natural light, and include a kitchen island.

The Landlord

- 15. The Landlord stated that the Tenant's comparables were of lower quality and standard and were less comparable in terms of location, amenities and proximity to transport. The Landlord said that the true market rent for the Property was £1,430 pcm, but that this had been reduced to £1,404 pcm. The Landlord relied on two studio flats in the same building which had recently been marketed and accepted at £1,690 pcm and £1,538 pcm respectively. The Landlord also provided an internal schedule of rents for the studio flats in the building, which showed rents ranging from £1,365 pcm to £1,600 pcm, with 2H Weld Works Mews recorded as having the lowest rent at £1,300 pcm. The Landlord stated that all flats in the building were of the same specification and condition, and that the Property's current rent was below both the internal rents and the rent which the Landlord considered achievable on the open market.
- 16. The following comparables were provided by the Landlord by way of a Best Price Guide prepared by the Landlord:
 - a) Three studio flats on Brixton Road, advertised at £1,669 pcm, £1,560 pcm and £1,506 pcm respectively.

- b) Studio apartment on West Road, Clapham, advertised at £1,647 pcm.
- c) Two studio apartments on West Road, SW4, advertised at £1,647 pcm.
- d) Studio flat on Hayter Road, SW2, advertised at £1,600 pcm.
- e) Studio flat at Maxwell Court, SW4, advertised at £1,600 pcm.
- f) Studio flat on Elms Crescent, SW4, advertised at £1,550 pcm.
- g) Studio flat on Stewarts Place, SW2, advertised at £1,517 pcm.
- h) Studio flat on Beehive Place, SW9, advertised at £1,499 pcm.
- i) Studio flat on Electric Avenue, SW9, advertised at £1,450 pcm.
- j) Studio apartment at Brixton Hill Court, advertised at £1,399 pcm.
- k) Studio apartment in the same building, with the same layout, advertised at £1,365 pcm.

Tenant's reply

17. The Tenant disputed the Landlord's reliance on higher-rented studio flats, including those within the same building, on the basis that they were not directly comparable. She said that those properties were larger, had additional or larger opening windows, better light and ventilation, kitchen islands, more cupboard space and other amenities. By contrast, she described the Property as a smaller studio of about 31 square metres, with one restricted-opening window, a smaller kitchen area without an island, no outside space and a shower-only bathroom.
18. The Tenant also relied on matters said to affect the desirability of the Property and the building. She referred to limited ventilation, excessive internal temperatures, inadequate heating, and the need to use additional portable heating. She also referred to ongoing disrepair of the shared entrance gate, parcel thefts, unauthorised access and wider security concerns, which she said adversely affected the value, presentation and desirability of the Property.
19. The Tenant further said that the Landlord's assertion that rents were extremely low when she moved into the Property in 2022 was inaccurate, relying on market material which she said showed strong rental demand and competition at that time. She also said that London rents had increased by approximately 2% over the previous year, whereas the Landlord's proposed rent of £1,404 pcm represented an increase of about 8% from the existing rent of £1,300 pcm. Taking the comparables, the Property's specification and the wider market evidence together, the Tenant maintained that £1,350 pcm was a fair open-market rent.

Determination and Valuation

20. The Tribunal considers that the most reliable evidence of open-market rental value is provided by lettings and marketed rents for studio flats within Weld Works Mews itself. Those properties are in the same development and are therefore more directly comparable than the wider Brixton and Brixton Hill comparables relied upon by both parties. The wider comparables are of some assistance in providing a general context for rental levels in the local market, but they are less persuasive because of differences in location, accommodation, specification and presentation.
21. The Tribunal accepts that the Tenant raised legitimate points about comparability. In particular, some of the Landlord's higher-rented comparables appear to be larger than the subject Property and may benefit from additional or larger windows, greater natural light, more ventilation, kitchen islands or additional storage. Equally, some of the lower comparables relied upon by the Tenant are outside the development and are not directly comparable in terms of location, specification or building type. The Tribunal has therefore treated those external comparables with caution.
22. The Tenant also raised concerns about security, heating, ventilation, excessive internal temperatures and the restricted opening of the window. The Tribunal has considered those matters. However, the evidence does not enable the Tribunal to quantify a specific deduction from the open-market rent. To the extent that such matters affect market perception of the development or the Property, the Tribunal considers that they are reflected in the rental evidence for Weld Works Mews itself. The Tribunal is not satisfied, on the evidence provided, that a further separate deduction should be made for those matters.
23. The Tribunal also considered the Tenant's submission that the Property should be valued below other units because it does not have a kitchen island. The Tribunal accepts that layout, storage and usable space may affect market value in a small studio flat. However, the evidence does not establish that the absence of a kitchen island, by itself, materially reduces the open-market rent of the subject Property.
24. The Tribunal places significant weight on the letting of the studio flat at 2G Weld Works Mews at £1,365 pcm. The Tenant described that property as identical to the subject Property, and the Landlord did not provide evidence to contradict that description. The Tribunal does not consider that a marketing period of approximately 34 days materially undermines that letting as useful evidence of market value.
25. The Tribunal also takes into account the two more recent lettings in Weld Works Mews in July 2026, at £1,690 pcm and £1,538 pcm. Those lettings indicate that rental levels within the development had moved upwards since the earlier letting

at £1,365 pcm. However, the available evidence indicates that those units were larger than the subject Property, and the Tribunal has therefore been careful not to apply those figures directly to the subject Property without adjustment.

26. The Landlord stated that the true market rent was £1,430 pcm, but did not provide a clear calculation or rationale for that figure. The Landlord's internal rent schedule is useful context, but its weight is limited because full floor areas were not provided for each unit. In small studio flats, differences in floor area and usable layout may have a material effect on rental value.
27. Taking the evidence in the round, the Tribunal considers that a rate of approximately £45 per square metre for the 31 square metre subject Property would indicate a rent in the region of £1,395 pcm. That figure must, however, be cross-checked against the letting of 2G at £1,365 pcm, which is the closest comparable. The Tribunal's determination is not a simple mathematical calculation, but a valuation judgment reached by reconciling the closest same-building comparable with the more recent evidence of higher rents in the development. On that basis, the Tribunal determines the open-market rent at £1,380 pcm.

Undue hardship

28. 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.
29. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant indicated that hardship would be caused but did not provide supporting reasons or evidence. The Tribunal therefore has no evidential basis on which to defer the commencement date.

Decision

30. The Tribunal determines the new rent amount at £1,380.00 per calendar month with effect from 22 August 2026 as this is lower than the proposed rent of £1,404.00 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.