

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/43UH/MNR/2025/0830
Property	428A London Road, Ashford, Surrey, TW15 3AB
Tenant	Ms L Leskiw
Tenant's Representative	None
Landlord	Ms A G Middleton
Landlord's Address	163 Coppermill Road, Wraysbury, Staines, TW19 5NX
Landlord's Representative	Ms Middleton has been assisted in giving her submissions by Mr Owain Towey.
Date of Application	25 November 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr J G G Wilson MRICS – Chair Mr C Davies FRICS
Date of Decision	2 April 2026
Rent Determined	£1,635.00 per Calendar Month
Date the new rent takes effect	2 April 2026

REASONS FOR THE DECISION

Background

1. On 15 November 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,900.00 per calendar month (pcm) in place of the existing rent of £1,350.00 pcm to take effect from 16 December 2025.
2. On 25 November 2025, under Section 13(4)(a) of the Housing Act 1988, Ms Lisa Leskiw referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured tenancy commenced on 16 August 2016 for a term of twelve months. 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 curtains and white goods specified below) and the costs relating to the same.

5. Ms Leskiw has confirmed neither furniture nor any services are provided under the tenancy. At paragraph 7 of her application, Ms Leskiw says a cooker and a fridge/freezer have been provided by the landlord. The Tribunal notes these are White Goods, not furniture.

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. The tenant is required to keep the interior of the property and the contents in the same condition, cleanliness, repair and decoration, as at the start of the tenancy, with allowance for fair wear and tear.
8. The Tribunal notes the tenant is not to keep any animals, reptiles, insects, rodents or birds at the premises without the express written permission of the

landlord (which will not be unreasonably withheld). If permission is given, the tenant may be asked to pay an additional amount towards the deposit.

9. The tenant is not to damage the property or make any alteration in or addition to it or the electrical or plumbing system. If the landlord gives the tenant any written notice to remedy a defect, for which the tenant is responsible, the tenant shall carry out the repair within one month of the date of the given notice.

Inspection

10. Pursuant to its review of the papers the Tribunal determined it was necessary to inspect the property. The Tribunal carried out their inspection on 2 April 2026. The Tribunal has considered this case on the bases of the papers provided by the parties, having carried out its inspection, having viewed the property on the internet, and its own knowledge and specialist expertise.

The Property

11. 428A London Road is a circa 1930's two storey semi-detached house, now converted into two flats. The subject property is the first floor flat, with its own separate front and rear accesses, offering the following accommodation:

Ground floor, front, separate access with stairs up to the first floor.

First floor: landing, reception room, three bedrooms, bathroom and separate WC.

There is an external staircase from the kitchen/rear lobby down to the garden at the rear, of which half is within the demise.

A cul-de-sac to the rear of the property off Kenilworth Road gives access to the off-street parking space which the Tribunal notes is included in the demise in the copy tenancy agreement provided.

The Tribunal has been informed by Ms Middleton that the tenant uses the garage, therefore it is to be included in the property and is to be taken into account in the Tribunal's valuation. To be clear, the Tribunal's jurisdiction is limited to the property described in the copy tenancy agreement provided. Accordingly, the garage is excluded from the Tribunal's determination of the rent.

From the information provided and the Tribunal's inspection, the property benefits from central heating, double glazing, carpets and curtains, a fridge and a cooker.

London Road runs in an easterly/westerly direction and the property lies on that part to the south of Staines Reservoirs, adjacent to Kenilworth Road. Ashford railway station is to the southeast.

Evidence

12. Ms Leskiw has returned the Tribunal's Reply form to give submissions to the Tribunal, in addition to the information provided in her application. Ms Middleton has also returned the Tribunal's Reply form to give submissions.

The Tenant.

13. Under 'Features' Ms Leskiw confirms the central heating is gas fired and that a washing machine is not provided by the landlord within the White Goods. Whereas Ms Leskiw has confirmed the accommodation provided to include the use of the garage in her reply, the Tribunal has excluded the garage for the reasons given in paragraph 11 above.
14. Under 'Improvements', Ms Leskiw says the side wall was re-rendered in May 2025 and emergency repairs have been carried out to a leak under the bath and a broken step on the external stairs.
15. Under 'Disrepairs/Defects', Ms Leskiw refers to the category 2 hazards listed in the Improvement Notice served by Spelthorne Borough Council to Mr J P Towey and Ms Middleton under section 12 of the Housing Act 2004, dated 5 March 2025, of which the Tribunal has been provided with a copy. Ms Leskiw refers to damp, mould and excessive water coming through walls.
16. Under 'Your assessment of the rental value of the property', Ms Leskiw says there are no properties comparable due to the condition of the property.
17. In her statement included within her reply, Ms Leskiw reiterates the category 2 hazards referred to in paragraph 15 above. Ms Leskiw goes on to say no significant improvements, renovations, or upgrades have been carried out to the property since the commencement of the tenancy in August 2016. Ms Leskiw concludes to submit the proposed rent of £1,900 pcm does not reflect a fair or reasonable open market rent for the property in its current condition for which she lists, under bullet points, various items which include unresolved hazards and lack of improvements.
18. At schedule 1 to the Improvement Notice, the hazards listed in outline are: damp and mould growth, falls associated with stairs, domestic hygiene and pests, falls on the level, and fire.

On her own behalf Ms Middleton, with Mr Towey's assistance, has given submissions.

19. In her replies, Ms Middleton has confirmed the accommodation provided and that all White Goods have been provided by the landlord too. The Tribunal has confirmed the position with respect to the garage.
20. Under 'Improvements', Ms Middleton lists a new roof in 2016, external WC reinsulated in 2016, and side wall rendered in May 2025. The Tribunal notes these works are not improvements within the meaning of the legislation but are works of day-to-day maintenance that are the responsibility of the landlord in any event.
21. Under 'Disrepairs/Defects', Ms Middleton says the exterior side wall was totally re-rendered in May 2025 due to crack, which resulted in water ingress, and several of the windows have misting and the seals have gone. Ms Middleton goes on to say the tenant has two dogs, in breach of the tenancy, and both jump at the windows which has caused the damage.
22. Under 'Any Other Comments', Ms Middleton says there is a Bus stop outside the property, a hospital across the road, the train station is a ten-minute walk, and a Tesco store is across the road too.
23. Under 'Yours assessment of the rental value of the property', Ms Middleton says, 'I have attached details of an identical property in the same road, I have also attached details of a property in the adjacent road but is a 2 bedroom. I have also attached the sale details for 428A London Road, TW15 3AB [sic].' The details provided include:
 - a) A floor plan which the Tribunal understands from its inspection is that of the property or is a reasonable representation thereof.
 - b) A two-bedroom flat to rent (let agreed) on London Road at £1,700 pcm, dated November 2025.
 - c) A three-bedroom, first floor flat to rent on London Road at £2,150 pcm, dated June 2025. The photograph is of a similar property to the subject, a circa 1930's semi-detached house.

Determination and Valuation

24. The Tribunal considers the details of comparable lettings provided by Ms Middleton relevant and helpful to an extent in this matter to determine the

market rent. However, there is a lack of finite detail of the letting of the comparable properties to assist the Tribunal wholly.

25. Ms Leskiw's submissions are limited on the subject to the extent she says, 'There are no properties comparable due to the condition of the property.'
26. Relying on its own expert, general knowledge of rental values in the area, and the assistance provided by the landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £2,000 per calendar month. 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 central heating, double glazing, white goods and curtains provided by the landlord.
27. From the information provided by the parties, which includes the Improvement Notice with the hazards listed, the subsequent repairs carried out and its inspection of the property, the Tribunal has concluded adjustments from the market rent are required to reflect the following: (a) the tenant's provision of the washing machine, and (b) various items of disrepair identified by the Tribunal at its inspection and listed in the Improvement Notice.
28. The Tribunal notes that whereas Ms Middleton has submitted the two dogs (two dogs were noted by the Tribunal to be at the property at its inspection) have damaged the windows, there is neither evidence to support the contention, nor any notice given by the landlord for the tenant to remedy the defect, before the Tribunal.
29. The Tribunal notes in addition to the two dogs, there were other pets in enclosures at the property. Ms Middleton says the tenant is in breach of her tenancy, which the Tribunal understands to mean there is no written consent (such consent not to be unreasonably withheld) for her to keep pets at the property.
30. Items of disrepair - the Tribunal has identified the following: (1) windows blown (seals damaged) , (2) rust to radiators, (3) condensation to fenestration, (4) poor decorations/wall paper peeling, (5) gaps in floor boards – trip hazards, (6) instances of damp, (7) instances of plaster decay and peeling, and (8) further general items of disrepair outstanding and outlined in the schedules to the Improvement Notice. The Tribunal has determined to make a single overall adjustment for 'items of disrepair', as opposed to make an adjustment for each item identified.
31. The Tribunal's rental valuation with adjustments is as follows:

Market Rent £2,000.00 pcm

Less

a) Tenant's provision of the washing machine £15.00

b) Items of disrepair £350.00

£365.00

Market rent **£1,635.00 pcm**

Undue hardship

12. Ms Leskiw has submitted the proposed increase has been used as a means of placing pressure on her to leave the property, particularly as the landlord is aware that the proposed rent of £1,900 pcm is not affordable for her as Ms Middleton has been advised of such both by her and by Spelthorne Housing Department.
13. The Tribunal's determination of rent at £1,635 pcm equates to an increase from the current rent of £1,350 pcm of £285 pcm or just over 21%.
14. 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.
15. On the basis of the evidence supplied by Ms Leskiw, albeit she has not specifically asked for a later starting date, such is the quantum of the increase in the Tribunal's decision, the Tribunal considers that for the increase to take effect from the date in the landlord's notice (16 December 2025) would cause her undue hardship and accordingly sets the starting date for the new rent as 2 April 2026.

Decision

16. Therefore, the Tribunal determines the market rent at £1,635.00 per Calendar Month with effect from 2 April 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.

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Tribunal Members	Mr J G G Wilson MRICS – Chair Mr C Davies FRICS
Dates of Decision and Addendum	2 April 2026 & 13 July 2026
Rent Determined	£1,635.00 per Calendar Month
Date the new rent takes effect	2 April 2026

ADDENDUM

Background

1. This is an Addendum to the Tribunal's decision on the rent determined at £1,635.00 per Calendar Month to take effect from 2 April 2026.
2. Pursuant to its decision, the Tribunal received an application for permission to appeal from the landlord (Ms Middleton) dated 11 May 2026. The Tribunal gave its decision dated 16 June 2026 ('the second decision') to set aside, in part, its decision and gave the parties further Directions.
3. The part of its decision set aside by the Tribunal is with respect to undue hardship and the later start date of 2 April 2026.
4. It is not necessary for the Tribunal to repeat what it has said in its second decision suffice to say in paragraphs 22, 23 and 24 of the same, the parties were given further directions. Ms Leskiw was to have sent a copy of her completed Statement dated 13 February 2026 to Ms Middleton by email with an electronic copy to the Tribunal too, by 5pm (1700 hours) on 26 June 2026.
5. On 26 June 2026 at 1439 hours, Ms Leskiw sent her Statement dated 13 February 2026 to Ms Middleton by email and copied the same to the Tribunal. The Tribunal notes the document sent to Ms Middleton was not her Rent Appeal Statement with all its associated documents, but only her Statement attached thereto. Ms Leskiw has not submitted any new evidence.
6. Ms Middleton was to have sent her submissions on hardship to Ms Leskiw by email with an electronic copy to the Tribunal too, by 5pm (1700 hours) on 3 July 2026.
7. In an email to the Tribunal dated 5 July 2026, Ms Leskiw says she has complied with the Tribunal's directions having sent her Statement by the required deadline.
8. Ms Leskiw goes on to outline the direction requiring Ms Middleton to have sent her submissions on hardship by 5pm on 3 July 2026. That deadline has passed and no submissions from Ms Middleton have been received. Ms Leskiw concludes to ask the Tribunal whether Ms Middleton has complied with the direction and, if not, what action will now be taken regarding her failure to meet the deadline.

Decision

9. In the first instance, the Tribunal is required to address the question whether Ms Leskiw has complied with the direction for her to have sent her completed Statement dated 13 February 2026 to Ms Middleton.
10. The Tribunal's decision to allow Ms Middleton's application for permission to appeal is 'in part' only. The 'in part' being with respect to undue hardship and the later start date of the new rent of 2 April 2026.
11. The Tribunal's decision on hardship, as set out in its decision, is based on what Ms Leskiw has said in her Statement, which is the document that was sent to Ms Middleton to meet the Tribunal's direction.
12. Rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 ('the 2013 Rules') is the overriding objective and the parties' obligation to co-operate with the Tribunal. The overriding objective of the 2013 Rules is to enable the Tribunal to deal with cases fairly and justly, rule 3(1). Dealing with a case fairly includes – dealing with the case in ways which are proportionate to the importance of the case, rule 3(2)(a), and the parties must co-operate with the Tribunal generally, rule 3(4)(b).
13. Such is the drafting of Ms Leskiw's Rent Appeal Statement, coupled with the Tribunal's overriding objective to deal with cases proportionately (rule 3(2)(a)), the Tribunal is satisfied its direction on her being required to send her completed Statement dated 13 February 2026 to Ms Middleton has been met.
14. Following that, Ms Middleton was required to have sent her submissions on hardship to Ms Leskiw, and copied the same to the Tribunal, by 5pm (1700 hours) on 3 July 2026. That deadline has passed and no submissions from Ms Middleton have been received. Ms Middleton, having had her application for permission to appeal allowed in part, and having been given further directions, is required to co-operate with the Tribunal generally. Ms Middleton has failed to co-operate with the Tribunal by way of not having met the Tribunal's direction on sending her submissions on hardship.
15. To that end, in the absence of any submissions to overturn its decision on the start date for the new rent, the Tribunal refuses the appeal. Therefore, the Tribunal determines the market rent at £1,635.00 per Calendar Month with effect from 2 April 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.