	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AW/MNR/2025/1041**
Property	**Flat 11, 5 Queensberry Place, London, SW7 2DL**
Tenant	**Silvia Edelgard Boethern**
Tenant's Representative	**Nicholas and Co Solicitors Limited** **Kay Davison** **Represented by Ben Channer of counsel**
Landlord	**Rainbow Stay Limited**
Landlord's Representative	**Represented by Kimberley Ziya of counsel**
Date of Application	**12 January 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr Waterhouse FRICS** **Ms Bygrave MRICS**
Date of Decision	**25 August 2026**

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DECISION

The tribunal determines £2030.00 for a four-week period with effect from 27 October 2025.

Background

1. On 26 August 2025, the landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £3200.00 per four-week period in place of the existing rent of £679.40 per four-week from 27 October 2025.

2. On 12 January 2026 following initial letter received 23 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.

3. By application dated 12 January 2026 the applicant "denies she has an assured tenancy in there since 1988".

Previous Hearing and Adjournment

4. Present at the hearing was; Mr Channer of counsel for the applicant, instructing solicitor for the applicant Sophie Rabin, and Ariana Iooannou, and the applicant Silva Edelgard Boethern. For the respondent Miss Fisher of counsel. Additional two observers were present who did not take part in the hearing.

5. Mr Channer for the tenant opened and stated that shortly before the hearing a document had come to light that potentially was evidence that the tenant had been in occupation since 1988. The implications of this Mr Channer asserted were that the tenancy would therefore be a regulated tenancy and the Tribunal would have no jurisdiction to determine the rent under the Housing Act 1988.

6. Miss Fisher for the landlord, initially confirmed the existence of the letter was not something that she had not been aware of, nor did she have any instruction on the matter.

7. The Tribunal adjourned to consider the matter. Upon returning Miss Fisher had gained further instructions. These being that the landlord had been aware of the letter and had remained of the view that the tenancy was an assured tenancy.

8. The Tribunal considers the letter to be of potential considerable significance on the question under what statutory regime the tenant resides in the property.

9. The Tribunal has not made any findings of fact in relation to the letter but in the interests of fairness to all parties, considers it is a matter which should come

before the Tribunal after both parties had had adequate time to consider their positions.

10. The Tribunal determined it would adjourn and provide directions. Both parties were content that the reconvened hearing should be face to face and to include both the jurisdiction point and submission on the determination of rent should the Tribunal determine that it has jurisdiction.

11. The powers of the Tribunal in regard to determining jurisdiction are quite limited. The Tribunal does not have the power to determine the nature of a tenancy.

12. The case of Mooney v Whitehead [2023] EWCA Civ 67] confirmed that the Tribunal does not have the jurisdiction to determine whether a Notice of Increase for all purposes is valid or not. However, the Tribunal is entitled to decide whether it is satisfied, on balance, that the legal and factual matrix forming the background to the application demonstrates that it has jurisdiction.

DIRECTIONS

13. The applicant to provide the respondent with copies of the letter and any other material that is considered of relevance in the determination of the question whether the tenancy falls to be a protected or an assured tenancy. This to be provided by 29 May 2026.

14. The respondent to provide the applicant with a Reply to the additional material by 20 June 2026.

15. The combined material to be inserted in the Bundle towards the start of the Bundle, under a heading: “Jurisdiction”. The Bundle to be with the Tribunal by 27 June 2026.

Reconvene of hearing 25 August 2026

16. At the reconvened hearing the tenant was represented by Mr B Channer of counsel and the landlord by Ms K Ziya of counsel. The Tribunal was furnished by the respondent with a Bundle of 93 pages; both parties were sighted on this document.

17. The Tribunal first considered the issue of jurisdiction.

Jurisdiction

18. The previous hearing had been adjourned after the discovery of a letter purporting to suggest the tenant had been in occupation since 1988. As such this would imply the tenant had potentially a regulated tenancy, which in itself would imply the section 13 may be invalid.

19. Counsel for the applicant did not extend arguments in support of the letter which is found in the bundle.

20. Counsel for the respondent confirmed the Tribunal had read the respondent's submission in respect of the letter.

21. The Tribunal after consideration of the letter, places no weight on this piece of evidence. The Tribunal finds that there are no grounds to consider the section 13 Notice to be invalid and so the Tribunal moves the hearing on to the matter of the consideration of the rent determination.

Determination of Rent

Applicant's position

22. Counsel for the applicant drew the Tribunal's attention to photographs in the bundle which showed the immediate outside of the property. There are no pictures of the inside of the flat. These pictures show the exterior area to be in poor decorative condition with some degree of disrepair and vermin issues. [39-46]

23. Counsel for the applicant also drew the Tribunal's attention to the tenant's Reply Form which noted that some improvements had been carried out by the tenant in respect of damp and decoration work.

24. The applicant confirmed the flat, Flat 11, was accessed from the ground floor main entrance along with other dwellings in the building, further that there was no direct natural light to the property only borrowed or reflected light. Additionally, that there was an additional flat on the lower ground Flat 10, this flat was said to enjoy better light.

25. The applicant confirmed the existing rental level of £ 679.40 per four-week period but did not extend any contentions as to what the right figure may be. Reference was made to the Bundle [28] which showed three comparables for flats described as 1-bedroom lower ground in the vicinity. These ranged in rent from £750 to £900 per week. The applicant noted these were from October 2025 and so contended the Tribunal should place less weight on these as they were historic.

26. The applicant drew the Tribunal's attention to the applicant's medical history and submitted this should be taken into account when determining the rent.

27. The applicant made reference to other properties rents in the bundle [30] and noted that there was a lack of clarity as to when these were set.

Respondent's position

28. Counsel for the respondent said that there were no photographs of the inside of the flat. However, pictures of the building submitted to the earlier hearing, that had been shared with both parties, showed the contemporary position. That the photographs submitted by the applicant were undated and historic. That recent years had seen a more proactive management position taken with the building and the issues shown in the applicant's pictures were now historic.

29. Counsel acknowledged the applicant had contended that improvements had been noted by the applicant, however stated that there was no evidence as to the impact on rent of these.

30. Counsel for the respondent drew the Tribunal's attention to the three comparable rents on [27] and whilst there was no detail on the specifics of these properties it was contended that the comparables drawn from October 2025 were contemporary with the effective date of the section 13 notice and so considerable weight should be attached to them.

31. Likewise, the rents passing in the building [30] whilst not having specifics of dates set should be of considerable relevance.

32. It was submitted that in the absence of any contentions or evidence the figure contained in the section 13 Notice £3200.00 for a 4-week period, should be confirmed.

Findings

33. The Tribunal finds from the evidence that the flat extends to 44.22 m2, it is located on the lower ground floor, it has no direct natural light, and has central heating supplied by the landlord. In the absence of other contentions and the apparent inability of the landlord to access, that on balance the curtains and carpets are supplied by the tenant. White goods it is said by the tenant in their Reply Form are supplied by the Landlord. Additionally, that the responsibility for internal decoration in the absence of access and contentions on balance rests with the tenant.

Valuation and Determination

34. The Tribunal was presented with some evidence but evidence that lacks detail. So, within the building we have Flat 8 an almost identical sized but ground floor at £33,000, but whilst we do not know the date of the rent, the landlord considers it from [30] to be at market rent.

35. We have three comparables at £3250 to £3900pcm but these are properties to let, not agreed and the specific details are not known. These equate to £39,000 per year to £ 46,800 per year.

36. The external comparable rents give content to the rents in the building and support that they are broadly in line.

37. We consider therefore the best evidence is that from within the building in particular Flat 8. There is no evidence that Flat 8 rent is historic, indeed the landlord notes in their view there is no variance between the rent actually paid and the market rent.

38. We do not consider the market has move materially from the section 13 date to the date of the evidence in the table.

39. Using the rent of Flat 8, £33,000.00 as the starting point and adjusting for the physically features of the flat including lack of light, the carpets, curtains and decoration liabilities a deduction of 20% is made.

40. The Tribunal determines an annual rent of £26,400.00 per year, which is £2,030.00 for a 4-week period.

Hardship

41. The tenant has not made a specific application for undue hardship. Such an application would require the Tribunal to consider whether the rent increase would, given, the proposed effective date of the increase, cause undue hardship. The Tribunal may then set a date later than that proposed in the Notice.

42. In the absence of any application for undue hardship, the Tribunal determines £2030.00 per four-week period from 27 October 2025.

Name: R Waterhouse FRICS **Date: 25 August 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.