

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AH/MRA/2026/0140
Property	13 Cranleigh Close, South Croydon, CR2 9LH
Tenant	Christopher Sinclair
Tenant's Representative	N/A
Landlord	F Donald Forbes & Co Ltd
Landlord's Address	Forbes Direct, Gatton Park Business Centre, 7 Wells Place, Redhill, Surrey, RH1 3DR
Landlord's Representative	N/A
Date of Application	19 July 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Ms S Beckwith MRICS Mr M Lynch
Date of Decision	1 September 2026
Rent Determined	£1,350 per calendar month
Date of Valuation	20 July 2026
Date the new rent takes effect	20 September 2026

REASONS FOR THE DECISION

Background

1. On 18 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,350 per calendar month (pcm) in place of the existing rent of £1,045 pcm to take effect from 20 July 2026.
2. On 19 July 2026, under Section 14 (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 tenancy commenced on 20 December 2011. 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 curtain and white goods specified below) and the costs relating to the same.

5. N/A

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. N/A

Hearing/Inspection

8. Neither party requested an oral hearing or inspection. 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 Tenant provided photographs. The Landlord confirmed the Property is approximately 800 sq ft.
10. The Property is a first floor flat, offering the following accommodation:

Property: two bedrooms, one living room, one kitchen, one bathroom and a hallway.

Outside: the Property is accessed via a metal staircase to the rear. There is an entrance terrace/patio area. There are two off road tandem parking spaces.

The Property benefits from central heating and double glazing. There is carpeting throughout, other than the kitchen and bathroom which have vinyl floor coverings. The Landlord provided white goods.

The Property is situated in Sanderstead in South Croydon. Riddlestown train station is approximately 1.5 miles to the west and Sanderstead train station approximately 1.5miles to the northwest.

Evidence

11. The Tenant completed the relevant MR1 (tenant) form on 19 July 2026. The Landlord returned the MR2 form on 30 July 2026. The Tenant sent their MR3 (tenant's reply) on 18 August 2026. This was outside the 14 day timescale following receipt of the MR2. The Tenant explained that this was due to a bereavement in the family. The Tribunal found this to be a reasonable reason for the delay and has considered the form.
12. On 21 August 2026, the Landlord submitted a Form Order 1 requesting permission to adduce additional evidence in response to the Tenant's MR3. A further reply by the Landlord to a Tenant's MR3 is not part of the usual Tribunal process, but the Tribunal has taken into account any corrections of facts highlighted by the Landlord.

The Tenant

13. The Tenant made the following comments:
 - a) There is no central control unit with thermostat for the central heating. They system is controlled from inefficient TRVs on the radiators and the timer unit on the boiler malfunctions, resulting in higher energy bills.

- b) The Tenant has painted and decorated the Property and carried out numerous minor repairs and maintenance. This was with the agreement of the Landlord, who paid for materials. The Tenant did not charge for their time.
- 14. The Tenant did not provide comparable rental evidence, but made the following comments:
 - a) Cranleigh Close differs to most areas of Sanderstead as the properties are above shops. It is also on a busy road which causes issues of noise and dangerous driving.
 - b) The nearest railway station is c. 1.5 miles away. Properties closer to the station attract higher rents.
 - c) The most recent flats advertised in Cranleigh Close were on the market for £1,400 pcm, but are superior to the Property, having been newly renovated.
- 15. The Tenant commented that the Landlord's comparable in Rectory Court is in a block of flats set back from the road with tended grounds and therefore not a good comparable. They confirmed their opinion that the market rent is £1,100 pcm.

The Landlord

- 16. The Landlord made the following comments:
 - a) They are not aware of issues with the timer unit. If issues had been reported, then they would have addressed them.
 - b) As a gesture of goodwill, they reimbursed the Tenant for items the Tenant had bought and fitted themselves. They have advised the Tenant that they should not undertake repair and maintenance themselves.
- 17. The following comparables were provided by the Landlord:
 - a) Cranleigh Close – the flat next door was let for £1,420 in December 2024. This flat was recently on the market for £1,650 pcm and let at the asking rent. It does not have outside space or parking.
 - b) Rectory Court – a two bedroom flat on the market for £1,700 pcm. This is opposite the Property and smaller at c. 600 sq ft.
- 18. A Best Price Guide was also provided showing two bedroom properties on the market in the area for between £1,500 pcm and £2,000 pcm.

Determination and Valuation

19. The Tribunal has read all the contents of the papers submitted by the parties, but limits its discussion and considerations to those points relevant to its determination of the market rent of the Property.
20. The Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing landlord. The arrangements between the current Landlord and Tenant as to certain repairs and decoration being undertaken by the Tenant, who is a professional tradesman, is irrelevant to the valuation. The Tribunal is assuming a letting on the basis of the tenancy which requires the Landlord to repair and decorate the Property.
21. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rent of the subject Property in its current condition would be in the order of £1,600 pcm.
22. The Tribunal has taken into account the configuration, specification and condition of the Property in arriving at the level of rent achievable in the open market set out above and therefore makes no further adjustments.

Undue hardship

23. 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.
24. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because they are in receipt of Universal Credit and are self-employed, making it difficult to find alternative accommodation. A substantial rent increase would prevent them from saving for a deposit.
25. The Landlord responded to the Tenant's application stating that they were sympathetic to the position and the proposed rent increase is below the market for two bedroom flats in the area.
26. As a result of our decision the rent will increase by £305 per month. On the basis that no supporting evidence was supplied by the Tenant, the Tribunal considers

that undue hardship has not been demonstrated and does not fix a later starting date.

Decision

27. The Tribunal determines the new rent at the amount proposed by the Landlord of £1,350 per calendar month with effect from 20 September 2026 as this is lower than the open-market rent determined by the Tribunal.

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.