

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AW/MNR/2026/0339
Property	Flat 8, 33-34 Philbeach Gardens, London, SW5 9EB
Tenant	Delphine Papalini
Tenant's Representative	N/A
Landlord	Lavinia Continental Inc
Landlord's Address	c/o Allsop, Platform Building, 8th Floor, New Station Street, Leeds, LS1 4JB
Landlord's Representative	Allsop Letting and Management
Date of Application	10 May 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr A Parkinson MRICS Mrs P Ogunfeibo
Date of Decision	03 September 2026
Rent Determined	£2,000 per calendar month
Date of Valuation	20 May 2026
Date the new rent takes effect	20 May 2026

REASONS FOR THE DECISION

Background

1. On 26 March 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,100.00 per calendar month (pcm) in place of the existing rent of £1,800.00 pcm to take effect from 20 May 2026.
2. On 10 May 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 original tenancy commenced on 20 March 2021. 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. There are no service charges for which the Tenant is liable.
6. Landlord provided furniture includes kitchen cabinets, table, chairs, sofa, side table, shelving unit, bed, wardrobe, bedside table, bathroom shelf and vanity unit.

Liability for Council Tax

7. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

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 third floor one bedroom flat forming part of a period development, offering the following accommodation:

Property: Open plan kitchen and living room, bathroom, hall and one bedroom.

The Property benefits from gas central heating, single glazed windows, floor coverings.

The Property is situated in the Earl's Court area of London with good transport links and access to shops, restaurants and local amenities.

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:
- a) The proposed rent does not reflect the current condition of the property.
 - b) There are maintenance issues which have been reported including:
 - Single glazed windows in poor condition with deteriorating wooden frames and draughts and air infiltration.
 - Collapsed wooden panel above the radiator.
 - Damp affecting one bathroom wall.
 - Missing grout between floor tiles in several areas.
 - Significant wear to dining chairs, once of which is no longer usable.
 - Damaged finishes around all twenty spotlights.
 - Peeling paint to the bathroom cabinet
 - Rusting bathroom fixtures.
 - Leaking kitchen tap and deteriorated sink seal.
 - Mould bath seals.
 - Mould on the shower screen.
 - Minor cracks to walls.
 - c) I believe the above affects the overall standard and market rental value of the property.
 - d) The property is located on the third floor without lift access.
 - e) In relation to hardship I am currently unemployed and a significant rent increase would place me under financial pressure and cause hardship while I continue searching for new employment.

12. The Tenant did not provide comparable rental evidence to support their case.

The Landlord

13. The Landlord made the following comments:

- a) As per the Tenant's report, only the following maintenance issues (all logged on 26 November 2024) have been raised and addressed via the dedicated platform that exists for this purpose:
 - Fill in gaps around the boiler flue;
 - Repainting within bathroom;
 - Treatment for any infestation;
 - Bathroom radiator repair.

14. The Landlord provided copies of the check in inventory report with photos of the property at the start of the tenancy.

15. The following comparables for one bedroom flats were provided by the Landlord:

- a) Longridge Road, Sw5. £2,200 pcm
- b) Hogarth Road, Earl's Court. £2,200 pcm
- c) More Close, W14, £2,200 pcm
- d) Comeragh Road W14, £2,200 pcm
- e) Lillie Road, Fulham, SW6. £2,200 pcm
- f) Old Brompton Road, SW5. £2,200 pcm
- g) Earls Court Road, W8. £2,200 pcm

The Tenant

16. The Tenant made further comments in her completed MR3 form which can be summarised as follows:

- h) The details of the maintenance portal were communicated in December 2024 not September. The managing agent likely submitted some (not all) issues in November 2024.
- i) The issues at 11b above were reported on 24.9/24 by email. This suggests not all issues were passed on to a contractor for assessment and resolution.
- j) The poor condition of the windows has been reported.
- k) The inventory cannot be relied upon to assess the condition more than five years later.
- l) In relation to the comparable properties provided by the respondent they must be in comparable condition. The Property would require significant works to remedy the issues highlighted in 11b above.

Determination and Valuation

17. Under section 14(1) of the Housing Act 1988 (as amended), 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 at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.
18. 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 modernised and in good order would be in the order of £2,200.00 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties.
19. From this level of rent, the Tribunal has made an adjustment in relation to the following:
 - a) Condition
 - b) Single glazed windows

Starting Rent	<u>£2,200.00</u> pcm
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Less

a) Items given under a) and b) above	<u>£200.00</u>
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Open-Market Rent

£2,000.00 pcm

Undue hardship

20. The new rent takes effect from the date of the increase in the Landlord's notice 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.
21. 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 she is currently unemployed.
22. The Landlord did not respond to the Tenant's application for postponement due to hardship.

23. The threshold for demonstrating undue hardship is high. The Tenant has not produced any evidence to support their submissions. On the basis of the evidence provided, the Tribunal considers that for the increase to take effect from the date in the Landlord's notice would not cause undue hardship and does not fix a later starting date.

Decision

24. The Tribunal determines the new rent amount at £2,000.00 per calendar month with effect from 20 May 2026. This being the date as set out in the Landlord's Notice of Increase.

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 after 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.