

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AL/MRA/2026/0089
Property	23 Jason Walk, Eltham, London, SE9 3DJ
Tenant	Hussein Darwich Jamie Lee Bowles
Landlord	Fady Malaty
Landlord's Address	16 Dalberg Way, London SE2 9SL
Date of Application	08 July 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	07 September 2026
Rent Determined	£1,325 per calendar month
Date of Valuation	07 September 2026
Date the new rent takes effect	07 September 2026

REASONS FOR THE DECISION

Background

1. On 29 June 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,325.00 per calendar month (pcm) in place of the existing rent of £1,225.00 pcm to take effect from 07 September 2026.
2. On 08 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 11 August 2025. 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 payable by the Tenant. Furniture provided by the Landlord includes a table and chairs, closet, cupboard and bed frame.

Liability for Council Tax

6. The Tenants are responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Hearing

7. 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

8. The Property is a first floor one bedroom flat, offering the following accommodation:

Property: Living room, kitchen, bathroom and one bedroom.

Outside: Private garden

The Property benefits from gas central heating and double glazing, floor coverings and white goods.

The Property is situated in Eltham in a residential neighbourhood with local shops, pubs, parks, and public transport nearby.

Evidence

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

The Tenant

10. The Tenant made the following comments:

- a) There is a typographical error in the address section of the landlord notice of rent increase which states Elatham rather than Eltham. This is acknowledged as a minor inaccuracy and the primary challenge is the level of the proposed rent.
- b) The condition of the property is poor as a result of:
 - flooring throughout is loose and presents a trip hazard.
 - Walls have cracks and fallen plaster throughout.
 - Wooden doorframes have holes through which ants enter the property.
 - The bathtub side is loose and broken. The cabinet under the bathroom sink is detached and unstable.
 - Extractor fans in the bathroom and kitchen do not work.
 - The washing machine is connected via an extension cable.
 - The bedroom carpet is loose.
 - Pests (ants, silverfish, spiders) are a recurring problem due to structural defects.
 - The property was not professionally cleaned before we moved in, and we had to remove the previous tenants' belongings including toilet brush, toothbrushes, TVs, bedding, furniture and dog hair.
- c) The Landlord has not adequately addressed the above issues which the landlord is responsible for.
- d) We have kept the property clean and reported issues promptly to the Landlord.
- e) Some issues have only been resolved as a result of local authority environmental health intervention.
- f) The Landlord fails to maintain the property unless forced by the local authority.

- g) The proposed rent of £1,325 does not reflect the true condition of the property.
 - h) The photographs provided by the Landlord are outdated and misleading from the original Open Rent advertisement. They show the property as marketed, not as it was at move-in or as it is today.
 - i) The photographs I submitted depict the property's present condition.
 - j) The Council's Environmental Health Officer inspected, identified hazards, and ordered the landlord to fix the unsafe washing machine electrics, loose flooring and fit a thumb lock. The existence of formal orders proves defects were independently confirmed.
 - k) The comparable properties cited by the Landlord are in good condition with modern fittings, providing no evidence they suffer from disrepair comparable to 23 Jason Walk.
 - l) The garden at 23 Jason Walk is private for use but there is no private access to reach it. The proposed rent of £1,325 is unjustified. The property's condition directly reduces its open market value.
11. The Tenant submitted photographic evidence of the condition of the property.
12. The Tenant provided the screenshots of property listings with asking rents of £1,350 for a one bedroom property in Sidcup DA14, £1,500 for a one bedroom flat in SE9, and £1,250 for a one bedroom flat in SE12.

The Landlord

13. The Landlord made the following comments:
- a) The Landlord does not agree with the Tenant's description of the Property or the supporting documents provided. The alleged wall cracks, falling plaster, structural pest entry holes, and widespread infestation were reported by the Tenant and independently examined both by the Landlord (30 May 2026) and by the Council's Environmental Health Officer (22 June 2026); neither inspection found these defects to exist.
 - b) The further allegations of a detached bathroom cabinet, a defective bath panel, non-functioning extractor fans, and a loose bedroom carpet were never reported to the Landlord prior to the Tenant's application. None of these were raised, found, or agreed by the Environmental Health Officer at the 22 June 2026 inspection; a fault of this kind in the extractor fans would ordinarily be identified during such an inspection, and none was recorded.
 - c) In relation to the carpet, the Tenant's own photographic evidence shows it pulled back from its fitted gripper rod, consistent with the carpet having been lifted or displaced rather than being inherently loose or defective. The Property's condition is further supported by photographs from the

original Open Rent advertisement used to market the Property included in the attached PDF

- d) The Landlord provided a schedule setting out repairs the Landlord has carried out, the private (not communal) nature of the garden, and the Landlord's maintenance history with supporting evidence.
 - e) The proposed rent of £1,325 per calendar month is supported by five comparable one-bedroom properties in SE9, all priced above £1,325 per month (£1,450 to £1,600), despite all but one lacking the subject Property's private garden. Full details, including addresses, prices and sources, are set out in the attached Schedule. Supporting photographs and listing links are included in the evidence bundle.
 - f) The Tenant's application indicates that a rent increase would cause hardship, but no supporting details or evidence were provided in the relevant section of the MR1 application. The Landlord invites the Tribunal to give this unsubstantiated claim no weight in the absence of any supporting evidence.
14. The following comparables with images and Right Move links were provided by the Landlord:
- a) Eltham High Street, London SE9 1 bedroom flat £1,500 pcm
 - b) Halons Road, London SE9 1 bedroom flat £1,600 pcm
 - c) Restons Crescent, London SE9 1 bedroom flat £1,500 pcm
 - d) Witherston Way, London SE9 1 bedroom £1,450 pcm
 - e) Court Farm Road, Eltham, London SE9 1 bedroom flat £1,600 pcm

Determination and Valuation

15. 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.
16. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord and Tenant, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,600 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.

17. From this level of rent, the Tribunal has made adjustments in relation to the condition of the property.

Starting Rent	<u>£1,600.00</u> pcm
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Less

a) Condition	<u>£ 200.00</u>
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Open-Market Rent	£1,400.00 pcm
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Undue hardship

18. 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.
19. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship but they have not submitted any representations or evidence to support this position
20. The Landlord stated that the Tenant has not provided any details of the effect of a rent increase would cause.
21. The threshold for demonstrating undue hardship is high. The Tenant has produced no 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 the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.
22. The Tribunal determines the new rent amount at £1,325.00 per calendar month with effect from 7 September 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

Decision

23. The Tribunal determines the new rent at the amount proposed by the Landlord of £1,325.00 per calendar month with effect from 7 September as this is lower than the open-market rent determined by the Tribunal.
24. The Tenant has requested the Tribunal make an Order that the Landlord should reimburse their application fee of £47.00 on the basis that the Tenant stated that the situation is unfair to them.

25. The Tribunal declines to Order the Landlord to reimburse the Tenant's application fee of £47.00 as the Tenant has not been successful in their case or demonstrated that the Landlord proposed rent was excessive or unfair.

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.