

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AH/MNR/2026/0392
Property	29 Ash Road, Shirley, Croydon, Surrey, CR08HW
Tenant	Maryanne Beaumont
Tenant's Representative	n/a
Landlord	Anthony Aurelius Dabrera
Landlord's Address	13 Goodhart Way, West Wickham, Kent BR4 OLR
Landlord's Representative	n/a
Date of Application	25th May 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	J. Oxlade Dr. J. Wilcox, FRICS
Date of Decision	1st September 2026
Rent Determined	£1760 per calendar month
Date of Valuation	1st September 2026
Date the new rent takes effect	26th May 2026

REASONS FOR THE DECISION

Background

1. On 11th April 2026 the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2200 per calendar month (pcm) in place of the existing rent of £ 1325 pcm, to take effect from 26th May 2026.
2. On 25th 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 current tenancy commenced on 18th July 2025, albeit that pursuant to earlier tenancy agreements the Tenant had been in occupation for approximately 19 years. The rental period is monthly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. No issue was raised by the Tenant as to the validity of the notice under section 13(2).

Allocation of Repairs between Landlord and Tenant

5. Although it is common ground that in years gone past the Tenant (with her father's assistance) arranged and paid for many repairs to the premises, in respect of this tenancy the allocation of responsibility is in accordance with section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than carpets/curtains/white goods specified below)

6. Neither party raised as an issue that the tenancy provided for additional service charges nor that furniture was provided by the Landlord.

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.

Any other terms of the tenancy taken into consideration in determining the rent.

8. No other terms of the tenancy have been raised as an issue by the parties as bearing on the assessment of rent.

Hearing

9. 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

10. The Property is a three bedroom semi-detached house, with 2 receptions (and a conservatory). There is a small garden to the front, alongside which there is a drive to a garage, and a garden to the rear.
The Property benefits from gas central heating and double glazing. The Property is situated in a residential area. The Landlord provided a photograph of the property taken from the street (p 97 of the HB).

Evidence

11. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply). The Tribunal had before it two bundles: one bundle of 181 pages ("HB1") and another of 37 pages ("HB2")

The Tenant

12. The Tenant made the following comments:
 - a) The Tenant confirmed that they had (though her father) undertaken repairs and painting for many past years,
 - b) The Tenant referred to the following aspects as to condition of the subject house: dated kitchen, without integrated appliances, and poorly fitting flooring; water-staining to walls of kitchen; dated bathroom, with the bath prone to leaking (into kitchen below) requiring re-sealing; bath enamel eroded; damp plaster on walls around window, laminate cut short around wash hand basin; dated and mould in tiles; stained and old carpets
13. The Tenant provided comparables, contained at pages 37 to 53 of HB1, which are repeated in HB2, together with a further comparable in Stokes Road. The comparables provided by the Tenant related to properties located between 2 and 3 miles from the subject house, and so were not directly comparable.

14. The Tenant commented that though the Landlord had provided a valuation from Foxtons, this had not been given after a visual inspection of the premises. Further, the Landlord's comparables were located in other areas – including Bromley, which were more expensive areas.

The Landlord

15. The Landlord made the following comments:
 - a) The Landlord acknowledged that in past years the Tenant (and her father) had been helpful in undertaking some works,
 - b) The kitchen ceiling had been re-plastered professionally in the past year, and decorative works done, following a leak from the bathroom above.
16. The Landlord provided comparables contained at pages 76 to 96 of HB1, which related to properties located between 1.3 and 4.4 miles away from the subject house, and so were not directly comparable. He also provided a market appraisal from Foxtons, (page 98HB) which suggested a “begin with asking” price of £2400 pm, but we observe does not suggest an internal inspection and does not itself refer to comparable let properties which informs the suggested valuation.

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. The Tribunal has comparable properties provided by both parties, albeit that they carry limited weight because they are largely a considerable distance from the subject property and asking (not achieved) values. The Landlord relies on a valuation from Foxtons, but not only does it not refer to an internal inspection prior to valuation, nor does the Landlord say so, and the Tenant denies that this has taken place. Further, it refers to a suggested starting point, but does not say what is likely to be achieved and does not itself provide comparables to show why this is the suggested asking price. The Tenant refers to one recently let by Foxtons in Stokes Road with an asking price of £2400, but aside from pictures of the kitchen and bathroom, not only is the price achieved not known, but it is located 2 miles from the subject property. It is not the case that the Tribunal gives the

comparable evidence no weight at all – as it provides some overall context, but does not carry great weight. Relying on its own expertise and general knowledge of rental values in the area, and (with the caveats given herein) the comparables provided by parties, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £2200 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 provided by the parties.

19. From this level of rent, the Tribunal has made adjustments in relation to the following:

- a) The condition and age of the bathroom
- b) The condition and age of the kitchen
- c) The overall condition of the property not already considered including the condition of the carpets, dated conservatory, and exterior paintwork at roof level.

The full valuation is shown below:

Starting Rent	£ 2200
pcm	

Less

- | | |
|---|-------|
| a) 7.5 % deduction for condition and age of bathroom | £ 165 |
| b) 7.5% deduction for the condition and age of kitchen | £ 165 |
| c) 5% deduction for overall condition on mentioned in a) and b) | £ 110 |
| | £ 440 |

Open-Market Rent	£
1760 pcm	

Decision

20. 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.
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 the Tenant is on

universal credit, with adult children who are studying/just starting their first job and so cannot help, is unwell and so cannot work.

22. The Landlord did not respond to the application made on undue hardship grounds.
23. The threshold for demonstrating undue hardship is high. The Tenant has produced some limited evidence to show undue hardship, but the Tribunal does not have a full picture which would be seen from bank statements, a full breakdown of income and outgoings, and letters from DWP. 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.
24. The Tribunal determines the new rent amount at *£ 1760 per* calendar month with effect from 26th May 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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Judge J. Oxlade
1st September 2026

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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.