

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AH/MRA/2026/0256
Property	Flat 9, Jessop Lodge, 100 Tamworth Road, Croydon, CR0 1XX
Tenants	Naeim Zeynali Rebecca Nias
Tenant's Representative	N/A
Landlord	Mardan (Croydon) Limited
Landlord's Address	3 rd Floor, Sutherland House, 70-78 West Hendon Broadway NW9 7BT
Landlord's Representative	Streets Ahead Croydon Central
Date of Application	04 August 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Member	Mr A Parkinson MRICS
Date of Decision	04 September 2026
Rent Determined	£1,450 per calendar month
Date of Valuation	04 September 2026
Date the new rent takes effect	12 October 2026

REASONS FOR THE DECISION

Background

1. On 14 July 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,450.00 per calendar month (pcm) in place of the existing rent of £1,400.00 pcm to take effect from 12 October 2026.
2. On 04 August 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 12 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 for which the Tenants are liable. The property was let unfurnished.

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 flat forming part of a residential development, offering the following accommodation:

Property: Reception room/kitchen, bathroom and one bedroom.

The Property benefits from underfloor heating, double glazing and wood floor coverings.

The Property is situated in Croydon with good access to public transport, shops and local amenities.

Evidence

9. The parties completed the relevant MR1 (tenant), and MR2 (landlord).

The Tenant

10. The Tenant made the following comments:

- a) We think the market rent should be £1,350 to £1,400 because from the date we started living in the property not only the status of property has not improved but also there are some factors missing that there were in the place the day we moved in, for example the exterior building front door doesn't have a lock anymore and it is open to public which is a security concern.
- b) Also we have plumbing issues that means the water won't drain in the bathroom and the plumber has told us this is a permanent issue.
- c) The services by the agency or the landlord barely exists since we have filed an issue regarding our heating not working in the bedroom in December and it has not been fixed yet.
- d) The bin room has no separation of waste and recycling and the back yard/parking looks like a junk place instead of parking.
- e) Our hallway and bathroom have in ceiling light most of which are not working and only one is, we have asked for the fix several times and no one has taken an action.
- f) Finally, our windows grow mould around the frames, which we have cleaned off twice since and constantly have ventilation, and in the winter water was managing to get inside the windows causing the wallpaper around the windows to become wet (and further mould to grow).
- g) The building looks like it has been offices before which is maybe part of the reason for plumbing issues.
- h) The parking is £50 monthly on top of the rent.
- i) Also the neighbourhood itself is not a safe place. unpleasant smoking smell that has not been raised with the landlord yet to first address the previously mentioned issues.

11. The Tenant did not provide any comparable rental evidence to support their position on the market rent.

12. In terms of hardship the Tenants stated that an extra £600 per year will drain their income and the services and status of building has not been improved.

The Landlord

13. The Landlord's representative made the following comments:

- a) The landlord does not agree with all aspects of the tenant's description.
- b) Since the commencement of the tenancy, investment has been made to the communal areas of the building. The communal hallways have been redecorated and the carpets to the first floor have been replaced.
- c) The tenants have referred to the communal entrance door. A replacement entrance door has already been ordered and is awaiting installation.
- d) The tenants state that there is no separation between general refuse and recycling. This is not correct. Separate refuse and recycling bins are provided within the communal bin store. The temporary waste currently located to the rear of the building relates to the ongoing roof works and will be removed once those works have been completed.
- e) The refuse shown outside the front of the building is situated on the public highway and is outside of the landlord's control. Its collection is the responsibility of the local authority.
- f) The tenants have also referred to lighting within the property. The landlord's position is that replacement of standard internal light bulbs is a tenant responsibility under the tenancy agreement.
- g) The landlord notes the comments regarding the bedroom heating. Following receipt of the tenants' application, arrangements are being made for the heating system to be inspected.
- h) Whilst the landlord acknowledges that maintenance concerns have been raised, it does not agree that these matters reduce the property's market rental value to the extent suggested within the application.
- i) The landlord maintains that the proposed rent of £1,450.00 per calendar month represents the open market rental value of the property. The landlord relies upon the attached supporting statement and comparable market evidence in support of the proposed rent.
- j) The landlord considers the comparable properties submitted to be particularly relevant as they are all one bedroom apartments situated within the same development, under the same ownership and management arrangements. They therefore provide a reliable indication of the rental values currently being achieved for comparable properties within Jessop Lodge.

14. The following comparables were provided by the Landlord for flats within Jessop Lodge:

Flat	Bedrooms	Tenancy Commenced	Current Rent (PCM)
7	1 bedroom	13 May 2023	£1,525.00
11	1 bedroom	08 June 2024	£1,425.00
21	1 bedroom	26 August 2023	£1,450.00
25	1 bedroom	20 January 2018	£1,475.00

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, the Tribunal considers that the market rent of the subject Property would be in the order of £1,450.00 pcm. This is the rent we would expect the property to let for in the open market at the valuation date.
17. Based on the evidence and representations provided by the parties, The Tribunal does not consider that the points raised by the Tenant materially affect the market rent. It is also noted that the maintenance issues within the responsibility of the Landlord are stated to be in progress by the Landlord.

Open-Market Rent £1,450.00 pcm

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 because an extra £600 per year

will drain their income and the services and status of building has not been improved.

20. The Landlord did not respond to the Tenant's application for postponement due to hardship.
21. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence to support their submissions. On the basis of the lack of 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 £1,450.00 per calendar month with effect from 12 October 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 amount at £1,450.00 per calendar month with effect from 12 October 2026 as this is the same as the Landlord the proposed rent of £1,450.00 per calendar month.

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.