

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BE/MNR/2026/0145
Property	58 Lytham Street, London, SE17 2NN
Tenant	Mr Ahmed and Mrs Afzal
Tenant's Representative	N/A
Landlord	Mrs Colton
Landlord's Address	247 Ballinahatty Road, Fintona, Omagh, Co Tyrone, BT78 2DU
Landlord's Representative	Mr Sheikh Rahman Newbold Solicitors
Date of Application	03 February 2026
Type of Application	Determination of an Open-Market Rent under sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr A Parkinson MRICS Mr M Lynch
Date of Decision	11 September 2026
Rent Determined	£2,400 per calendar month
Date of Valuation	11 February 2026
Date the new rent takes effect	11 February 2026

REASONS FOR THE DECISION

Background

1. On 5 January 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,400 per calendar month (pcm) in place of the existing rent of £1,750 pcm to take effect from 11 February 2026.
2. On 03 February 2026, under Section 13(4)(a) 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 11 June 2014. The rental period is monthly.

Validity Of Notice

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid due to the following reasons:
 - Paragraph 3 of the Section 13 notice refers to an incorrect tenancy start date. I have occupied the property continuously since 11 June 2014, which is supported by the tenancy agreement and rent payment records.
5. Paragraph 3 of the Form 4 rent increase notice states:
 - *the first rent increase date after 11th February 2003 is 19th July 2017*
6. Paragraph 3 of Form 4 requires the insertion of the "first rent increase date after 11 February 2003". It is therefore not correct that the tenancy start date should be stated at paragraph 3 of the notice. If the Tenant thinks the notice is invalid, they must apply to the County Court given that it relates to a notice served prior to 1 May 2026. This Tribunal does not have jurisdiction to determine the validity of notices issued prior to 1 May 2026.

Allocation of Repairs between Landlord and Tenant

7. As per section 11 of the Landlord and Tenant Act 1985.

Service Charges or furniture provided by the Landlord (other than carpets, curtains, and white goods specified below) and the costs relating to the same.

8. There are no service charges for which the Tenant is liable.

9. The property was let unfurnished.

Liability for Council Tax

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

Hearing

11. A hearing was held on 09 September 2026 at 10.00am by video platform. The hearing was attended by Mr Ahmed (Tenant), Mrs Colton (Landlord) and Mr Rahman of Newbold Solicitors (Landlord's Representative).

12. At the hearing Mr Ahmed confirmed that the property is an unfurnished self-contained terraced house and provided details of the layout of the Property and features including details of white goods and floor coverings as well as confirming that the property benefits from gas central heating and double glazing.

13. Mr Ahmed stated that he has made the application because he feels that the proposed level of rent increase is too high.

14. Mr Ahmed stated that he has experienced issues in the past with mould and damp but acknowledged that the Landlord has undertaken works including redecoration more recently.

15. Mr Ahmed confirmed that images submitted as evidence showing damp and mould related issues were taken prior to Landlord works being completed. Mr Ahmed stated that damp issues in the property have emerged since the Landlord works were completed.

16. Mr Rahman stated that the photos submitted by the Tenant do not reflect the current condition of the Property and confirmed that updated photos submitted by the Landlord show the condition upon completion of works which were undertaken in August 2024 or thereabouts.

17. Mr Rahman stated the damp and mould issues have been resolved and the Landlord is not aware of any ongoing issues, not linked to inadequate ventilation for which the Tenant is responsible.

18. Mr Rahman stated that the Landlord has complied with all statutory requirements including gas safety checks.
19. Mr Rahman referred the Tribunal to the comparable evidence submitted by the Landlord which he averred demonstrates rents at a higher level than the proposed rent for the Property. Mr Rahman stated that the comparable evidence provided relates to flats rather than houses because of the availability of evidence at the time and that houses would be more sought after than flats.
20. Mr Ahmed was asked by the Tribunal to set out his case in relation to his application for a delay to the rent commencement due to hardship. Mr Ahmed stated that he is the sole income earner in the household and the level of increase is not affordable for his household. Mr Ahmed did not expand on his income, expenditure or financial situation but was provided with the opportunity to do so both at the hearing and as part of his application and representations.
21. On Hardship Mr Rahman stated that the Landlord is sympathetic to Mr Ahmed's personal circumstances but that inflation affects everyone and affordability is not relevant to market rent.
22. The Tribunal has considered this case on the basis of the oral hearing, the papers provided by the parties, as well as its own knowledge and specialist expertise.

The Property

23. The Property is a two-storey terraced house comprising ground and first floor, offering the following accommodation:

Inside: Living room, kitchen, storeroom, two bathrooms and two bedrooms.

Outside: Rear courtyard.

The Property benefits from gas central heating, double glazing and the Landlord provided white goods and floor coverings to some rooms. Other rooms without floor coverings have exposed floorboards.

The Property is situated in South East London with good access to public transport and a wide range of shops, amenities and green spaces.

Evidence

24. The parties completed the relevant tribunal forms which were submitted with supporting evidence.

The Tenant

25. The Tenant made the following comments within their completed forms:

- a) I purchased and used a dehumidifier at own expense due to longstanding damp and mould issues and extra burden for electricity bill. No reimbursement provided.
- b) The tenancy commenced in June 2014 and the property is an older house that has not been fully modernised during the course of the tenancy.
- c) There were longstanding issues with damp and mould over more than ten years. More recently, the landlord has undertaken works including electrical upgrading, treatment of damp and mould, and redecoration.
- d) I acknowledge that these works have now been carried out. However, these appear to bring the property to a basic legal compliance and minimum standard rather than representing a full refurbishment to modern or high specification.
- e) The kitchen, bathroom, fixtures and overall finish remain of basic standard and are not comparable to newly refurbished properties currently being marketed at the proposed rent level.
- f) The property should therefore be assessed as an older property of standard specification rather than a recently modernised or premium rental home.
- g) I have no idea what the market rent is.
- h) In terms of hardship the proposed increase from £1,750 per month to £2,400 per month represents an increase of approximately 38%. This level of increase is significantly above inflation and places substantial financial pressure on my household. I have a wife and two dependent children aged 13 and 9. The proposed rent would represent a disproportionate percentage of our household income and would not be sustainable. We have been long-term tenants since 2014 and have always paid rent on time. The proposed increase would place us at risk of housing instability.

26. The Tenant did not provide any comparable rental evidence to support their application.

The Landlord

27. The Landlord's Representative made the following comments:

- a) The Tenant is also required to adhere to the clauses within the tenancy agreement including to keep the property in good condition and aired and warmed.

- b) We do not accept the Tenant's comments regarding the property being an older house. The Tenant acknowledges that works have been done. All work carried out is of high standards.
 - c) The Tenant included evidence of previous photos and previous certificates. All certificates are in place and up to date.
 - d) The property has no disrepair and the old images provided by the tenant are misleading. Over £10,000 has been spent on addressing condensation issues plus over £5,000 in decorating the property. The Landlord provided evidence of work completed and photos of the property from August 2024.
 - e) The tenant omits to mention the property has two bathrooms and an office/storeroom.
 - f) The tenant mentions hardship. We do not control inflation and are all effected by the same financial pressure. Increase costs of maintaining property due to price increases in materials and other elements to maintain property are also applicable as it effects me as a landlord also.
 - g) The proposed rent increase is in line with the current market rent value in the surrounding area.
 - h) The property floor is a total of 91 square metres which is larger than comparable properties in the area achieving higher rent.
 - i) The landlord provided photos of the property upon completion of the works undertaken in August 2024 or thereabouts.
28. The Landlord provided screenshots of Zoopla rental listings, predominantly for two-bedroom flats in SE17 with asking rents ranging from £2,396 pcm to £2,900 pcm.

The Tenant

29. In response to the Landlord's comments as above the Tenant stated:
- a) I acknowledge that certain works have recently been carried out at the property, including electrical works, damp and mould treatment, and redecoration. However, these works were undertaken only recently after many years of tenancy and do not, in my view, amount to a full modern refurbishment of the property.
 - b) Shortly after moving into the property in August 2014, damp and mould issues began to appear. I informed the landlord at the time and also provided photographs. The advice given was mainly to open windows and ventilate the property. As the issue continued, I purchased and regularly used a dehumidifier at my own expense, which increased my electricity costs over a number of years.
 - c) Despite the recent works, damp and mould continue to appear in certain areas of the property, including kitchen walls and cupboards. The cupboards

and cabinets continue to retain a damp smell, affecting storage of food and household items. Recent photographs taken in January 2025 are attached.

- d) My daughter was diagnosed with asthma during the tenancy and continues to suffer from the condition. I am not suggesting the Tribunal determine medical issues, but I respectfully provide this as background to explain the long-term nature of the damp and mould concerns raised during the tenancy.
- e) The proposed increase represents a substantial rise in housing costs at a time when general living expenses, including energy, food and transport costs, have significantly increased. I respectfully ask the Tribunal to take into account the financial impact such a large increase would have on my family, including our children.
- f) I maintain that the property remains an older property of basic specification and does not justify the proposed increase from £1,750 to £2,400 per month.
- g) I also maintain my earlier point that the Section 13 notice contained an incorrect tenancy commencement date. The tenancy commenced on 11 June 2014.

Determination and Valuation

- 30. 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 and this only affects the starting date of the new rent rather than the rent level which is based on the open market rent.
- 31. Relying on its own expertise and general knowledge of rental values in the area, the submissions of the parties, and the comparables provided by the Landlord, the Tribunal considers that the market rent of the subject Property would be in the order of £2,400 pcm. This is the rent the Tribunal would expect the property to let for in the open market at the valuation date.
- 32. The Tribunal does not consider it necessary to make adjustments to reflect the condition based on the representations and evidence provided by the parties.

Open-Market Rent

£2,400.00 pcm

Undue hardship

33. The new rent takes effect from the date specified 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 up to the date it makes its determination.
34. 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 he is the sole income earner in the household and the level of increase is not affordable for his household. The Tenant did not provide any further details of his financial situation or evidence such as details of income or expenditure.
35. The Landlord stated that they are also affected by the same financial pressure.
36. 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, the Tribunal considers that for the increase to take effect from the date specified in the Landlord's notice would not cause undue hardship and does not fix a later starting date.
37. The Tribunal determines the new rent amount at £2,400.00 per calendar month with effect from 11 February 2026. This being the date as set out in the Landlord's Notice of Increase.

Decision

38. The Tribunal determines the new rent amount at £2,400.00 per calendar month with effect from 11 February 2026.

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.