

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AH/MNR/2026/0444
Property	32 Bishops Court, Radcliffe Road, Croydon , Surrey, CRO 5QH
Tenant	Gary Roper
Tenant's Representative	None
Landlord	Bishops Croydon Subs 1 Ltd
Landlord's Address	Springview Finance , 26 Grosvenor Way, London, E5 9ND
Landlord's Representative	Freshview Estates Ltd
Date of Application	29 May 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS K Bahestizadeh
Date of Decision	8 September 2026
Rent Determined	£1650.00 per calendar month
Date of Valuation	1 June 2026
Date the new rent takes effect	1 June 2026

REASONS FOR THE DECISION

Background

1. On 14 April 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2250.00 per calendar month(pcm) in place of the existing rent of £1452.00 pcm to take effect from 1 June 2026.
2. On 29 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 tenant has been in occupation since at least 5 September 1989 when the rent was £425.00 pcm.
4. The rental period is monthly.

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

5. The Applicant within the Application Form [4/172] challenges the validity of the landlord's Notice of Increase of Rent.
6. The tenant contends that they have received advice from solicitors suggesting that the tenant has an "implied tenancy". Specifically, that the landlord as stated on the Form-4 is not the landlord identified in the new landlords Section 48 Notice dated September 2025, and that no further section 48 Notices have been received.
7. The tenant contends they have been in occupation for 33 years without a written tenancy and that annual increases have been demanded and paid.
8. That the new landlord has issued a new tenancy, the tenant has asked the landlord if the landlord would like them to sign the new tenancy but received no reply.
9. The Bundle contains a copy of Form 4 Landlord's Notice proposing a new rent under an Assured Periodic Tenancy. The form notes the landlord as being Bishops Croydon Sub 2 Ltd, the form is dated 14 April 2026.
10. The tenant draws the attention to a section 48 Landlord and Tenant Notice dated 25 September 2024. The purpose of the Notice is to notify the tenant of the Landlords address and the agents contact details. In this notice the Landlord is stated as being Bishops Croydon Sub 1 Ltd

11. The earliest tenancy documentation in the bundle is found at [17/172] this shows the Landlord as being Birdhurst Furnished Lettings. The tenancy is dated 5 September 1989.
12. Additionally, at [126/172] there is an authority to act in these proceedings letter, undated but referencing these proceedings. In this document the landlord is shown as Bishops Croydon Sub 2 Ltd.
13. The tribunal does not have the power to determine whether a Notice of Increase is valid but under *The case of Mooney v Whitehead [2023] EWCA Civ 67* it was confirmed that the tribunal does not have the jurisdiction to determine whether a Notice of Increase for all purposes is valid or not. However, the tribunal is entitled to decide whether it is satisfied, on balance, that the legal and factual matrix forming the background to the application demonstrates that it has jurisdiction.
14. On balance, the Notice and authority to act have the same landlord's name, the tribunal finds the Notice of Increase to be valid, and so the tribunal can proceed with the determination.

Terms of tenancy general

17. The tribunal has considered the written submissions of the parties.
18. The applicant contends that they have on the advice of a solicitor an implied tenancy.
19. At [17/172] there is a copy of the front page of a document dated 5 September 1989 titled "Agreement for letting dwellinghouse at Flat 35 Bishops Court."
20. The property which is the subject of the determination is 32. The tenant subsequently moved to the current property number 32. However, the tenant says no tenancy agreement was signed.
21. The tenant notes [4/172] that the current tenancy started 29/01/1993
22. The tenant notes that a draft tenancy agreement has been issued by the landlord, but that the tenant has not signed.
23. On this basis on balance the tribunal finds the terms of the tenancy are implied and evidenced by performance.

Allocation of Repairs between Landlord and Tenant.

15. The tribunal finds on balance, in the absence of specific provisions the statutory provisions will apply these being those provided by Landlord and Tenant Act 1985 section 11, which broadly place the responsibility of repair for structure, exterior and key utilities in good repair.
16. The tribunal finds on balance that interior decoration is the responsibility of the tenant.

Liability for Council Tax and Utilities

17. The tribunal finds in the absence of any further evidence that the tenant is responsible for payment of council tax and utilities.

Inspection/Hearing

18. The Tenant in their application did not request an inspection or face to face hearing.

Hearing

19. 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

20. The subject flat is contained within a purpose-built block called Bishops Court. The block comprises 6 three-bedroom flats, and 24 2-bedroom flats, and 15 2-bedroom flats where the dining room is accessed from the lounge. The subject property is in the last category.
21. The applicant includes within the bundle correspondence that raises concerns over the amenity of the building with the landlord's agents. The tribunal has read these, and they include but are not limited to; alleged anti-social behaviour in the grounds complaints of excessive from parties. Poor management of carparking. noise and vibration from adjoining use including shouting and emergency services call out.
22. At [24/172] the tenant describes the impact of refurbishment work undertaken in 2016/7.

23. The remodelling resulted in “3rd bedrooms” adjoining other flats kitchens, this has resulted in noise from the adjoining kitchens. [24/172]
24. The subject flat suffers from vibrational noise caused by adjoining properties washing machine, the floors being concrete.
25. Rubbish has been allowed to accumulate outside the appropriate bin areas.
26. The tenant states the kitchen to the flat was installed by the landlord before they moved in that being 1993. That the subject property has been subject to flooding periodically from a neighbouring flat. There is damp and peeling paint in the kitchen. The carpets are over 33 years old. The electric shower housing has repeatedly failed, and the tenant submitted they have repaired it.
27. The block appears 1960/70s from the photograph [75/172].`

Evidence

The Tenant

28. The tenant asserts with their application form that the correct level of rent should be £1570.00. This is based on the median increase of increase over a 14 year period applied to the previous rent.
29. The tenant [28/172] suggests knowledge of an equivalent flat in a similar building for £1650 per month and that a local 3-bedroom semi-detached house has let for £2100 per month.
30. The tenant believes [62/172] that a number of tenants have negotiated rents of £1850 per month for 3-bedroom flats, whilst others settled at £1950/£2000.00 per month.
31. The tenant provides a link to a property to let on Rightmove, this is in Ceil Court and is about 4 mins walk away. This is being offered at £1785 pcm. Marketing details are at [65/172] The property comprises 3 bedrooms and two bathrooms.

The Landlord

32. The landlord has not submitted any evidence to support the rental value proposed in the Notice nor commented upon the tenant’s submissions.

Determination and Valuation

33. 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.
34. The valuation date is the effective date of the rent proposed in the Notice of Increase. This is 1 June 2026
35. The tribunal values the property on the basis that;
 - (a) The condition of the property disregards any tenant's improvements;
 - (b) That the terms of the tenancy are such that landlord has responsibility for repairs the tenant internal decoration.
 - (c) The property has disrepair as identified above.
 - (d) The issues described that the development experiences.
36. The tenant's rental evidence is not supported by detail in terms of dates let, specific properties, condition of floor levels. However, they provide a useful context in the absence of evidence from the landlord.
37. Relying on its own expertise, general knowledge of rental values in the area, and the comparables provided by the tenant, the tribunal determines that the market rental of the subject Property modernised and in good order would be in the order of £2100.00 pcm
38. From this level of rent, the tribunal has made adjustments in relation to condition, floor level- ground floor being less desirable, and specification found above.
39. The full valuation is shown below:

Starting Rent	<u>£2100.00</u> pcm
---------------	---------------------

Less 20% for matters above

£400. 00 pcm

£1680.00 pcm

say £1650 pcm

Market rent

£1650.00 pcm

Undue hardship and effective date of rent

40. The Notice of Increase of Rent predates the enactment date of the provisions of the Rents Rights Act 2025 that relate to effective date that the determined rent comes into effect. In this case the date of the Notice of Increase is 1 June 2026 unless undue hardship is proven.
41. The tenant notes in the application format [8/172] that they have no income, do not claim benefits and are drawing down savings prior to collect of state pension shortly.
42. The tribunal finds that the threshold for Undue Hardship has not been met and the date of rent increase remains that in the Notice that is 1 June 2026.

Decision

43. The Tribunal determines the new rent amount at £1650.00 per calendar month with effect from 1 June 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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.

