

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AJ/MRB/2026/0001
Property	96 Elers Road, London, W13 9QE
Tenant	Konstantinos Toulis
Tenant's Representative	None
Landlord	Mr Hamid & Mrs Ghazala Khan
Landlord's Address	29 Elers Road, Ealing, London, W13 9QB
Landlord's Representative	None
Date of Application	11 May 2026
Type of Application	Determination of an Open-Market Rent section 22 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS S Dhanani
Date of Decision	18 September 2026
Rent Determined	£950.00 per calendar month
Date of Valuation	8 February 2026
Date the new rent takes effect	8 February 2026

REASONS FOR THE DECISION

Decision

The Tribunal determines a rent of £950 per month with effect from 8 February 2026

Preliminary

1. The Tribunal received a message shortly before the hearing from the Respondent seeking to adjourn the hearing because they were not available to attend. The Respondent gave no reason for the adjournment request.
2. The Tribunal was attended by the Applicant.
3. The Tribunal informed the Applicant of the request and was invited to provide their view on the adjournment request.
4. The Applicant objected to the adjournment request because they felt they wanted conclusion in the matter.
5. The Tribunal deliberated and considered The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and Practice Directions.

Hearings in a party's absence

34. If a party fails to attend a hearing the Tribunal may proceed with the hearing if the Tribunal-
- (a) is satisfied that the party has been notified of the hearing or that reasonable steps have been taken to notify the party of the hearing
 - (b) considers that it is in the interests of justice to proceed with the hearing.
6. The Tribunal decided the criteria for Rule 34 was met and that the hearing should go ahead as scheduled.
 7. The tribunal considered the written submissions of the parties and the oral testimony of the applicant.

Background

8. The Applicant submitted their application on 11 May 2026. They cited on their application form;

" The tribunal should consider that the current rent of £990 was agreed upon based on the marketing of a "premium professional house share" including weekly cleaning. However, the landlord has since clarified that cleaning is not a contractual service, and it is frequently absent. Furthermore , the house density (8 occupants) is significantly higher than the local average for this price point. The shared facilities- specifically the kitchen (4:1 ratio) and living room (8:1) ratio – are insufficient for the number of residents, leading to a diminished "quality of life" compared to the comparable properties provided (W13/W5 area rooms priced at £799-£850). Finally, Room 6 suffers from a significant reduction in usable floor space due to a large, non-functional boarded up fireplace. Given these factors, I believe a fair market rent that reflects the actual (rather than advertised) service and space £800 pcm".

9. The Form completed was an application Online MR1.
10. The Form first question with reply was

What type of application do you want to make?

"Challenge my rent as excessive within the first 6 months of the tenancy?"

11. The Tribunal finds this application is made under the Housing Act 1988 section 22.

The Hearing

The Tenancy

12. A copy of the tenancy is provided. The agreement states the term is from 8 February 2026 through to and finishing on 7 August 2026. The rent is initially £750 payable on the 8 February 2026, then reverting to £990 per month payable on the first of the month.

Viewing

13. The tenant set out how they had come to take on the tenancy. The tenant stated that they viewed the property and were of the opinion that several others were to view the property. On the basis of their viewing and assurances as to the cleaning the tenant took on the property.

The Property

14. The tenancy is of a room on the second floor of the property known as room 6. The room came with one chest of drawers, one small wardrobe, one small double bed frame with old mattress.
15. The tenant described the layout of the building within which the subject room 6 is contained.
16. The property is a converted house with ground, first and second floors. On the ground are two rooms number 1 which is single occupancy, and number 2 which has two people. Also, two small kitchens but one living room. On the first floor there are three rooms, room 3, room 4 and room 5 these are all single occupancy. There is a small kitchen All rooms 1 to 5 inclusive have an ensuite. On the second floor there are two rooms the subject [remises room 6 and room 7, neither room 6 nor 7 have an ensuite facilities. The rooms 6 and 7 share a shower WC on the second floor.
17. Photographs are provided by the tenant at [28/129] to [30/129].
18. The tenant describes the communal carpets as very dirty and the kitchen similar. There is a cleaner who attends the tenant submits this is inadequate and that they the tenant have spent £100-£200 on cleaning products to try to bring the communal parts up to standard.
19. The tenant notes that the very limited kitchen facilities compared with the number of residents has a very determined impact on the amenity of the property.

Tenancy Terms

20. The landlord is responsible for repairs. The rent is inclusive of utilities, council tax, and WIFI, this is said to amount to around £100 pcm. The tenant did point out that the tenancy agreement allows the landlord to charge in addition should the landlord believe excessive utilities are being consumed. The tenant gave no representations on how this may be undertaken.

Rent

Tenant's submissions

21. The tenant in their application contends the correct level of rent would be £800. That; "similar-sized small doubles in the neighbourhood are advertised for £800 pcm bills included. I share the shower and toilet with 1 other room, the small

kitchen, fridge and oven with 3 other tenants, and the living room, with 7 other tenants”.

22. As stated on their application form; “The tribunal should consider that the current rent of £990 was agreed upon based on the marketing of a "premium professional house share" including weekly cleaning. However, the landlord has since clarified that cleaning is not a contractual service, and it is frequently absent. Furthermore, the house density (8 occupants) is significantly higher than the local average for this price point. The shared facilities- specified the kitchen (4:1 ratio) and living room (8:1) ratio – are insufficient for the number of residents, leading to a diminished "quality of life" compared to the comparable properties provided (W13/W5 area rooms priced at £799-£850). Finally, Room 6 suffers from a significant reduction in usable floor space due to a large, non-functional boarded up fireplace. Given these factors, I believe a fair market rent that reflects the actual (rather than advertised) service and space is £800 pcm”.
23. The tenant submits a number of comparables,
 - (i) Spareroom [30/129] Double room £799 pcm – bills included – gas, electricity, council tax, water, high speed wifi, regular cleaning of communal areas,
 - (ii) Spareroom [34/129], double room £850.00 pcm, all bills included, furnished
24. The tenant submits extract from a dialogue with the landlord regarding the cleaning and the gap in cleaning of 3 weeks. The tenant also supplies a number of photographs showing areas of uncleaned premises and disrepair. [44/129] to [57/129]
25. The tenant completed a MR2 Tenant’s reply form to landlords MR2 form for market rent decision, reiterating the concerns over room size, cleaning/hygiene, and disrepair. The tenant contended for £800 pcm against the landlords £990 pcm.
26. The tenant submitted an additional comparable in Northfields W13 at £800pcm, furnished sharing with four others.
27. Additional photographs of the interior and exterior of the property were included.
28. The tenant contended that the rent for the room within a clean house would be £850 pcm , but within the house in the current condition £800 pcm inclusive of bills.

Landlord's submission

29. The landlord confirmed that no section 13 had been issued and that the tenancy started on 8 February 2026.
30. The landlord submitted they did not agree with the tenant's assertion the rent should be £800 pcm.
31. The landlord stated they had received a good response when advertised, that the current tenant had viewed many properties prior, that the tenant did not at the time indicate they felt the rent was excessive. That the landlord had been receiving similar rents from previous tenants.
32. The Landlord submitted marketing details from Spareroom. [82/129]
 - a. Ealing Broadway W5 house share £995 to £1095 pcm bills included. Room1- Double room single occupancy £995 for first two months then £1095 pcm after. Room5- £1095 pcm for first two months then £1195 pcm thereafter. - Four occupants
 - b. Northfields, W13 flat share £975 pcm double room, for a single person, "some bills "included- three rooms in total.
 - c. Ealing W13 £1050 pcm, double room in a friendly house bill included, furnished- "4 females"
 - d. Hanwell W7 £1000 pcm , furnished.

Hearing/Inspection

33. The tenant in their application form, [9/129] considers an inspection necessary to understand the issues.
34. The tribunal issued a refusal for an inspection on 19 June 2026. [117/129]

The Law

35. The law if found in section 22 of the Housing Act 1988, which is annexed to this decision.

Determination and Valuation

36. Under section 22 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.

37. The tribunal determines that under section 22 (3) there are sufficient number of similar dwelling-houses in the locality let on assured tenancies (whether shorthold or not);
38. The tribunal was in receipt of two sets of comparables that painted different pictures in terms of rental levels.
39. The tenant when commenting on the landlord's comparables noted three things (a) the properties were in better condition, higher specification and much better looked after in terms of cleanliness (ii) the properties were much nearer public transport and (iii) the number of people within the building were much less.
40. In terms of the tenant's comparables these were submitted as being much more akin to the room the tenant occupies.
41. The tribunal finds there is merit in the tenants' contentions in terms of the different nature of the two sets of comparables. The tribunal also considers the specific nature of the room, The tenant has indicated the room is disadvantaged by the presence of a disused chimney breast. The tribunal takes the view that many rooms within converted Victorian or Edwardian houses would experience such features.
42. The tribunal also considers there is some advantage of being on the second floor in terms of security, noise, light and air.

Decision

43. The Tribunal determines under section 22, that £950 pcm on the same terms of the tenancy would be an appropriate figure.
44. The Tribunal needs under section 22 (3) (b) to consider the whether the rent determined by the tribunal is significantly higher than the rent which the landlord might reasonably be expected to be able to obtain under the tenancy, having regard to the level of rents payable under the tenancies referred to in paragraph (a) above.
45. The previous rent was £990 pcm and the rent determined by tribunal is £950 pcm . The tribunal determines given level of rent £50pcm is “significant” within the level of the rent.

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.

ANNEX 1

Housing Act 1988

22 Reference of excessive rents to appropriate tribunal.

(1) Subject to section 23 and subsection (2) below, the tenant under an assured shorthold tenancy may make an application in the prescribed form to the appropriate tribunal for a determination of the rent which, in the appropriate tribunal's opinion, the landlord might reasonably be expected to obtain under the assured shorthold tenancy.

(2) No application may be made under this section if—

(a) the rent payable under the tenancy is a rent previously determined under this section;

(aa) the tenancy is one to which section 19A above applies and more than six months have elapsed since the beginning of the tenancy or, in the case of a replacement tenancy, since the beginning of the original tenancy; or

(b) the tenancy is an assured shorthold tenancy falling within subsection (4) of section 20 above (and, accordingly, is one in respect of which notice need not have been served as mentioned in subsection (2) of that section).

(3) Where an application is made to the appropriate tribunal under subsection (1) above with respect to the rent under an assured shorthold tenancy, the appropriate

tribunal shall not make such a determination as is referred to in that subsection unless they consider—

- (a) that there is a sufficient number of similar dwelling-houses in the locality let on assured tenancies (whether shorthold or not); and
- (b) that the rent payable under the assured shorthold tenancy in question is significantly higher than the rent which the landlord might reasonably be expected to be able to obtain under the tenancy, having regard to the level of rents payable under the tenancies referred to in paragraph (a) above.

(4) Where, on an application under this section, the appropriate tribunal make a determination of a rent for an assured shorthold tenancy—

- (a) the determination shall have effect from such date as the appropriate tribunal may direct, not being earlier than the date of the application;
- (b) if, at any time on or after the determination takes effect, the rent which, apart from this paragraph, would be payable under the tenancy exceeds the rent so determined, the excess shall be irrecoverable from the tenant; and
- (c) no notice may be served under section 13(2) above with respect to a tenancy of the dwelling-house in question until after the first anniversary of the date on which the determination takes effect.

(5) Subsections (4), (5) and (8) of section 14 above apply in relation to a determination of rent under this section as they apply in relation to a determination under that section and, accordingly, where subsection (5) of that section applies, any reference in subsection (4)(b) above to rent is a reference to rent exclusive of the amount attributable to rates.