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|  | FIRST - TIER TRIBUNAL<br>PROPERTY CHAMBER<br>(RESIDENTIAL PROPERTY)         |
| Case Reference                                                                    | LON/00BJ/MRA/2026/0014                                                      |
| Property                                                                          | Flat 21 Sutton Court House, Hazelhurst Road, Tooting, London SW17 0UB       |
| Tenants                                                                           | Sonu Maxwell, Emelia Larby, Samuel Sonu Yeboah, Melody Owusu Last name Sonu |
| Tenant's Representative                                                           | N/A                                                                         |
| Landlord                                                                          | Sangeeta Patel                                                              |
| Landlord's Address                                                                | 21 Pasture Close, Wembley, London, HA0 3JE,                                 |
| Landlord's Representative                                                         | None                                                                        |
| Date of Application                                                               | 27 May 2026                                                                 |
| Type of Application                                                               | Determination of a Market Rent sections 13 & 14 of the Housing Act 1988     |
| Tribunal Members                                                                  | Mr D Jagger MRICS<br>Mr K. Beheshtizadeh                                    |
| Date of Decision                                                                  | 5 October 2026                                                              |
| Rent Determined                                                                   | £1,975 per calendar month                                                   |
| Date the new rent takes effect                                                    | 5 October 2026                                                              |

## REASONS FOR THE DECISION

### Background

1. On 5 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2200 per calendar month in place of the existing rent of £1575 per calendar month to take effect from 10 July 2026. This being an increase of £625 which equates to approximately 39%.
2. On 27 May 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 a market rent.
3. It is stated that the tenancy is an assured shorthold tenancy granted to the Tenants by an agreement dated 25 August 2018. Unfortunately, the bundle does not contain a copy of the tenancy agreement. It is assumed this is an assured periodic agreement.
4. The Landlord's notice was served after the 1 May 2026. The Tribunal has accordingly determined this reference under sections 14 of the Renters' Rights Act 2025.
5. Neither party requested a hearing. The tenant suggested that the Notice of Increase might be invalid in some way (unspecified) due to the behaviour of the landlord who had served a s.21 Notice seeking possession of the property. This action of the landlord is not the concern of this Tribunal, our role is to set the market rent having received evidence from the parties. Photographs were provided to show the condition of the property, which was accessed by modest common parts.
6. On the 27 July 2026, the application was determined by the Tribunal. Subsequently on the 27 August 2026, Tribunal Judge Skinner set aside this decision. The Tribunal being satisfied that the original decision did not provide sufficient reasons behind the findings the panel made in reaching its determination of the market rent level. That decision confirmed the matter shall be relisted for a new determination by a different panel.

### The preliminary issue

The First question for the Tribunal is: Does it have jurisdiction to consider the application?

The Tenant has several matters in the application form in connection with the validity of the Landlord's notice. The question is whether it is a minor clerical error, or a substantive error which renders the notice invalid. In *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* [1997] AC 749, the House of Lords held that a notice is to be construed as a reasonable recipient would understand it, so that an obvious error will not invalidate a notice where its intended meaning remains clear and unambiguous. The Tribunal is satisfied that any error in this notice falls into that category and as such the Tribunal have jurisdiction to consider the application.

#### Allocation of Repairs between Landlord and Tenant.

7. As per section 11 of the Landlord and Tenant Act 1985.
8. It is assumed the Tenants are responsible for internal decoration and for some minor repairs.

#### Services Charges or furniture provided by Landlord

9. Service charges are not payable by the Tenant for the Property.
10. No furniture provided by the Landlord. (White goods included)
11. The rent is exclusive of charges for utilities.

#### Liability for Council Tax

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

#### Inspection/Hearing

13. Neither party requested an oral hearing or an inspection of the Property, and both parties agreed to the application being determined without either. 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

The property is a purpose built second floor flat forming part of a 1930s built four storey block. The accommodation comprises living room, kitchen, 3 bedrooms,

and bathroom. The property has an EPC of C which is above average. The stated floor area is 66m<sup>2</sup>.

The block has brick elevations under a flat roof. There is no allocated parking provided.

The Property benefits from double glazing, gas central heating and floor coverings.

The Property is located in a mixed residential area close to all amenities.

## Evidence

14. The parties returned the Tribunal's reply forms together with helpful photographs.

*The Tenant.*

15. The Tenant made the following comments:

- a) Recurrent heating and hot water performance failures.
- b) The flat is dated, poor insulation and there is no lift provided to the block.
- c) The Landlord is abusive, unreasonable, inconsistent and inconsiderate.
- d) The washing machine is not functional.
- e) Evidence of black pin mould to the bathroom wall tiling.
- f) High heating bills.
- g) For these reasons the Tenant is of the opinion the current rental value should be £1,600-£1700 per month.

*The Landlord*

- a) The Landlord alleges that the property is occupied by lodgers
- b) The Tenant has access to British Gas repair services.
- c) In her witness statement it is stated there is evidence of a rental property available in same postcode and one available in same building for £2700 which proves what is being demanding is fair and reasonable. However, the this comparable evidence was not provided in the bundle.

## Determination and Valuation

16. Section 14 of the Housing Act 1988 requires the Tribunal to determine the rent at which it considers the Property might reasonably be expected to be let on the

open market by a willing landlord under an assured tenancy, on the terms of the subject tenancy other than as to rent, and disregarding the matters set out in section 14(2). Those disregards include any effect on the rent attributable to the fact that the Tenants are sitting tenants, and any increase in value attributable to a relevant improvement carried out by the Tenants.

17. The Tribunal is grateful to the parties for the evidence that has been provided.
18. Relying on its own expert, general knowledge of rental values in the Tooting area the Tribunal considers that the market rental of the subject property modernised and in good condition would be in the order of £2,650 per month. This is the rent we would expect the property to let for in the open market including having white goods and curtains provided by the landlord.

From this level of rent, based on the evidence the Tribunal has made the following adjustments in relation to the following:

- a) The flat is dated, poor insulation and there is no lift provided to the block.
  - b) The washing machine is not functional.
  - c) Evidence of black pin mould to the bathroom wall tiling.
  - d) High heating bills.
  - e) Recurrent heating and hot water failures
19. The Tribunal has considered very carefully this information and using its own expertise considers that a deduction of £525 should be applied in order to take account of the of the above matters. It should be noted that this figure cannot be a simple arithmetical calculation and is not based upon capital costs but is the Tribunal's estimate of the amount by which the rent would need to be reduced to attract a tenant.

The full valuation is shown below:

|                                  |                  |
|----------------------------------|------------------|
| Starting Rent                    | <u>£2500 pcm</u> |
| <u>Less</u>                      |                  |
| a) Items given under a)-e) above | <u>£525</u>      |
| Market rent                      | £1,975 pm        |
| Decision                         |                  |

20. Therefore, the Tribunal determines the market rent at £1,975 per calendar month with effect from 5 October 2026.
21. The authority for the Tribunal to set the date when a new rent takes effect now comes from Section 14(A1) and the related determination provisions in the [Renters' Rights Act 2025](#) (which amends the [Housing Act 1988](#)). Therefore, the new rent takes effect from the date of this decision.

### 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 of 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.