	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AX/MNR/2026/0514
Property	49 Station Road, Chessington, Surrey, KT9 1AX
Tenant	Rebecca Suzanne Clark
Tenant's Representative	N/A
Landlord	Marios Antoniades
Landlord's Address	c/o 338 Hook Road, Chesington, Surrey, KT9 1NU
Landlord's Representative	None
Date of Application	17 July 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr D Jagger MRICS Mr K. Beheshtizadeh
Date of Decision	5 October 2026
Rent Determined	£1900 per calendar month
Date the new rent takes effect	21 June 2026

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REASONS FOR THE DECISION

Background

1. On 24 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2100 per calendar month in place of the existing rent of £1900 per calendar month to take effect from 21 June 2026. This being an increase of £200 which equates to 10%.

2. On 17 July 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. The tenancy is an assured shorthold tenancy granted to the Tenant by an agreement dated 21 April 2024 at a rent of £1900 per calendar month payable in advance. The rental period is monthly, and the tenancy was for a period of 12 months. Therefore, this is an assured periodic agreement.

Allocation of Repairs between Landlord and Tenant.

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

5. The Tenant is responsible for internal decoration and for some minor repairs.

Services Charges or furniture provided by Landlord

6. Service charges are not payable by the Tenant for the Property.

7. No furniture provided by the Landlord.

8. The rent is exclusive of charges for utilities.

Liability for Council Tax

9. 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

10. 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

11. The property is a 1930s built semi detached bungalow. The accommodation comprises living room, kitchen, 2 bedrooms and bathroom. The property has an EPC of D which is average. The stated floor area is 68m2.

The bungalow has brick elevations under a pitched and tiled roof. There is a single garage approached via a driveway and a rear garden.

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

The Property is located in an established residential area close to local amenities and Chessington North station.

Evidence

12. The parties returned the Tribunal's reply forms which included a "Check In Inventory Report" photographs of defects, a Rightmove Best Price Guide and Damp Report prepared by Tapco Home Dry.

The Tenant.

13. The Tenant made the following comments:

a) Improvements undertaken include replacement light fittings, skirting board replacement,
b) Black pin mould to the window frames and sills.
c) An agent's window display shows a 2 bedroom bungalow in Somerset Avenue to rent at £1,800 per month.
d) The heating bills are triple for a similar property due to poor insulation.
e) A bedroom wardrobe removed and mechanical extractor not operational
f) For these reasons the Tenant is of the opinion the current rental value should be £1,800 per month.

The Landlord

a) The mould and damp issues have been resolved

b) The damp report confirms there is no rising damp and staining due to condensation.
c) The comparable evidence provided by the Landlord supports a rental value of £2,100.

Determination and Valuation

14. 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.

15. The Tribunal is grateful to both parties for the comprehensive written statements, the comparable evidence provided by the Landlord and helpful submissions made at the hearing. The evidence relied upon by the Landlord refers to houses and flats and consists of advertised asking rents rather than achieved rents. Asking rents are of assistance in establishing the tone of the market but they are not conclusive, since a property may in the event let at a figure above or below the rent at which it was advertised.

16. The Tribunal can only place limited weight on the Tenant's comparable evidence as no detailed information is provided.

17. Relying on its own expert, general knowledge of rental values in the Chessington area together with the comparable evidence provided by the Landlord the Tribunal considers that the market rental of the subject property modernised and in good condition would be in the order of £2050 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) Damp and mould to window units
    b) Poor insulation
    c) Various Tenant's improvements

18. The Tribunal has considered very carefully this information and using its own expertise considers that a deduction of £150 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	£2050 pm
Less	
a) Items given under a)-c) above	£150
Market rent	£1,900 pcm

Undue hardship

34. The new rent takes effect from the date specified in the Landlord's Notice of increase 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 a Tribunal makes its determination.

35. The tenant has stated that the proposed rent increase would cause undue hardship. The Tenant stated she is reliant on Housing Benefit which would not cover an increase in rent. On the basis of the evidence supplied by the tenant, the Tribunal considers that there is not sufficient evidence to show this will not cause undue hardship and accordingly sets the starting date for the new rent as 1 June 2026.

Decision

19. Therefore, the Tribunal determines the market rent at £1900 per calendar month with effect from 1 June 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 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.