FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	LON/00BE/MNR/2026/0237
Property	:	16 Barkham Terrace London SE1 7PS
Applicant	:	Amanda Pearmaine (Tenant)
Representative	:	None
Respondent	:	Northhumberland & Durham Property Trust Ltd. (Landlord)
Representative	:	Grainger Plc
Date of Application	:	4 April 2026
Type of Application	:	Determination of a Market Rent sections 13 & 14 Housing Act 1988
Tribunal Members	:	N. Martindale FRICS S. King
Date of Decision	:	12 October 2026
Rent Determined	:	£8250 per quarter
Date of new rent start	:	29 June 2026

REASONS FOR DECISION

Background

1 A landlord's notice dated 26 February 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £8295/qtr in place of the passing rent reported as being £6300/qtr, to take effect from 29 June 2026. There is no service charge.

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2 At a date, prior to the effective date, under S.13(4)(a) Housing Act 1988 the tenant referred the landlord's notice proposing a new rent, to the Tribunal for determination.

3 The assured tenancy is now periodic calendar monthly.

Allocation of Repairs between Landlord and Tenant

4 As per S.11 Landlord and tenant Act 1985. However as a succession tenancy, the tenant undertakes internal decorating, some minor repair works and furnishing of the Property with white goods, including window and floor coverings.

Landlord's Service Charges and Furniture provided and costs.

5 No furniture. It is noted that the landlord did not provide the usual white goods in the kitchen nor where required, floor coverings as per the succession tenancy.

Liability for Council Tax

6 Tenant.

Other relevant terms of tenancy

7 No copy of the statutory tenancy in place was available. The tenancy continued by succession, from a former regulated tenancy. It was reportedly passed to the current tenant (daughter of the former protected tenant) by Order of the Court of 6 November 2023. No new written tenancy had been provided at that event. It was further reported that the rent had been last set 29 June 2025 following the succession. Neither a copy of that Order nor of the full decision of the succession was provided by either party to the Tribunal. The Tribunal had to rely on the consensus of representations from the parties on the key terms of the statutory lease.

Inspection and Hearing

8 An inspection is not routinely carried out. The Tribunal is content that it has sufficient information on the Property, its condition and on comparables, from a combination of the written and any photographic representations received and from its own knowledge and specialist expertise. The parties were able to clarify their written representations at a hearing but the landlord nor agent were present.

9

Property

10 There was no inspection. The Property (opposite the Imperial War Museum) dating from the late Nineteenth Century, appears to be part of a substantial mid terrace house part sub-divided. It now consists of a

ground first and second floor maisonette, the basement having been separated out by the landlord prior to the succession. Accommodation at the Property consists of; living room, dining room, kitchen, bathroom/ wc and 6 bedrooms. There is a small rear garden and a front yard leading down to the basement flat. The Property is an established residential part of Lambeth near to Lambeth North tube station and other Central London attractions and services. There are on street parking restrictions and no off street parking.

11 The Building is of traditional brick, rendered to all levels, in good condition in external appearance. The main roof over appears to be a butterfly type but is not visible from the street. There are front bays to ground floor and balconies over. Windows and external doors are of timber with single glazing mostly, with 3No. windows now double glazed more recently. There is no gas fired central space and water heating.

Evidence and Hearing

12 The Tribunal received completed Form MR1 dated 4 April 2026. The Tribunal did not receive the MR2 nor the MR3 forms. The tenant included about 10No. photographs of the Property. The Tribunal is grateful for such information as was provided by one or both of the parties. The written material was supplemented by attendance of the tenant at a video based hearing online, where they were able to explain and clarify points of uncertainty identified by the Tribunal.

Tenant

13 The tenant contested the validity form and content of the landlords S.13 Notice as confirmed by the applicant at the hearing but, was unable to elaborate. The tenant felt that the rent should not increase beyond £2300 pcm. They did not provide any evidence of market based rents.

14 The tenant explained that they had received their assured tenancy on succession from the predecessor tenant (her mother) on 6 November 2023, after reference to the Court of Appeal. As it was a succession the tenant was unable to provide a written copy of their tenancy but described the arrangements in her application. The tenant taking on some of the minor maintenance and furnishing roles from the landlord in a modern assured periodic tenancy. They were responsible for floor and window coverings, white goods, decorating and minor repairs.

15 Property had a defective balcony to the front elevation, leading to persistent but, minor damp ingress to walls and ceilings below. There were a number of rooms where minor damp ingress and mould was evident from the photographs provided.

16 The tenant complained of slow or the non-repair of defects at the Property by the landlord over several years and gave examples of the windows.

17 The tenant was said to have an ongoing issue with the landlord wanting them to leave the Property and handing it back. The tenant had declined.

Landlord

18 The Tribunal received very brief written representations about the validity of the notice. The Tribunal did not receive any MR2 form from the landlord. The landlord though invited declined to attend the hearing. They provided no details of comparable lettings nearby.

Law

19 In accordance with the terms of S.14 of the Act we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; assuming that the Property is in a reasonable internal decorative condition.

Valuation

20 From the Tribunal's own general knowledge of market rent levels in LB Lambeth for a Property of this type, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £3750 pcm, fully fitted and in good order. This is the rent we would expect the Property to let for in the open market if it was in the same condition as comparable properties including landlord's white goods and carpets in the Property.

21 The Tribunal found that the Property lacked double glazing in most wall openings, there was no gas fired central space and water heating, the tenant was responsible for carpets curtains white goods and internal decorating and there were some minor but persistent defects at the Property including damp to second floor ceilings. For all of these shortcomings the Tribunal made a substantial allowance of £1000 pcm. The Tribunal therefore determines the new market rent at £2750 pcm which amounts to £8250 per quarter.

Undue Hardship

22 At most, the effective start date for the new rent would be delayed to the date of the decision if undue hardship was found by the Tribunal but the new rental figure cannot otherwise be reduced. Allowance for hardship from this increase in the rent was sought by the tenant in their application but, no supporting documents were provided. The Tribunal makes no change to the effective date from that set out in the landlord's notice.

Decision and effective start date

23 The starting date of the new rent of £8250 per quarter to be levied is due from and including 29 June 2026.

24 Although the landlord is not obliged to charge this rent and may charge a significantly lower rent as a result of their own choice, policy, or governmental regulation; they may not charge more than this figure. Otherwise any further reduction in this figure on what is levied, is a matter between the parties, only.

Chairman N Martindale FRICS Date 12 October 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).