	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AY/MNR/2026/0486
Property	Flat 13 Dorchester Court, Herne Hill, London SE24 9QX
Tenants	Caitlin Kishori Colquhoun, Lilian Di Re, Antonia Siufan Ying Wah Adey
Tenant's Representative	None
Landlord	Central Properties (London) Ltd
Landlord's Address	c/o 140 High Road, London, N15 6JN
Landlord's Representative	Fastgrand Ltd
Date of Application	18 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr D Jagger MRICS Ms S Allen
Date of Decision	1 October 2026
Rent Determined	£2,175 per calendar month
Date the new rent takes effect	20 March 2026.

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REASONS FOR THE DECISION

Background

1. On the 28 January 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,300 per calendar month (pcm) in place of the existing rent of £2,000 per month to take effect from 20 March 2026. This being an increase of £300 (approximately 15%).

2. On 18 March 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 assured tenancy commenced on the 20 December 2021. The Tribunal were presented with a copy of the agreement at a passing rent of £2000 per month. The tenancy was for a term of 24 months; therefore, this is a statutory tenancy agreement. On the 3 October 2025 an addendum was attached to the agreement in order to vary the named Tenants. This matter will be dealt with later in this decision.

Allocation of Repairs between Landlord and Tenant.

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

Services Charges or furniture provided by Landlord:

5. No Furniture supplied by the landlord

6. No service charges are payable by the Tenant.

Liability for Council Tax

7. The Tenants are responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

8. The rent paid by the Tenants includes hot water and central heating.

Inspection/Hearing

9. The Tenants requested a hearing and an inspection which was agreed to by the Tribunal.

10. The Tribunal has therefore, considered this case on the basis of the inspection and the hearing, together with the papers provided by the parties and its own knowledge and specialist expertise.

The Hearing.

11. A Video hearing via CVP to hear the parties' representations in this case was held on the 1 October 2026. The hearing was attended by Miss Mindy Stern on behalf of the Landlord, the Tenants Caitlin Kishori Colquhoun, Lilian Di Re. In addition, there was an observer who attended the hearing. During the hearing the Tribunal set out the issues, and it is the Tribunal's task to determine a market rent based upon the evidence provided.

The preliminary issue

12. The First question for the Tribunal is Does it have jurisdiction to consider the application

13. The Tenants state that the S13 Notice submitted by the Landlord contains an error in the said notice of increase. The Notice states the starting date is the 20th of the month. This is incorrect as the correct date should be the 3rd of the month, being the date of addendum. Therefore, this is an invalid notice.

14. The Landlord states the addendum is a notice of change relating to the original agreement

15. The Tribunal has considered this preliminary matter and determines that it does have Jurisdiction to consider the case. It agrees with the Landlord. The date of commencement in the original agreement is the date to be entered in Notice of increase.

The Tenant's Submissions

16. The comparable evidence submitted by the Landlord is not relevant and should be disregarded as the properties have a superior specification, better location, some are converted flats and vary in number of bedrooms.
17. The schedule of lettings in the block comprise flats of a far larger floor area between 101m2-122m2. Whereby, the subject flat is only 99m2. In addition, the specification of these flats is unknown.

18. A Category 1 Improvement Notice has been served on the property by London Borough of Lambeth in connection with the defective heating system and the extreme cold.

19. The flat is extremely cold during winter months as a number of radiators do not function. Additional portable heaters are necessary to maintain some heat in the rooms.

20. There is very poor water pressure to the sanitary fittings, especially the shower unit and a plumber recommended a pump should be installed.

21. There is penetrating damp and mould to the internal wall surfaces.

22. Tenants' improvements include magnetic strips fixed to the windows to improve insulation qualities.

23. The property is located on a busy road and is subject to considerable noise disturbance.

24. The original "Crittall" single glazed windows are warped, badly corroded and some glazing is cracked. All in all, they are not fit for purpose.

25. The passenger lift breaks down on regular occasions.

26. There is a lack of security to the building.

27. For these reasons the Tenants are of the opinion a market rent for the property is its current condition is £2,100 per month.

The Landlords Submissions

28. Miss Stern states that the comparable evidence produced in the bundle of evidence confirms a market rent of at least £2300 pcm.

29. The schedule of recent lettings in the block confirm current rental values are well above the proposed rent increase.

30. The block is a Grade II Listed building and therefore there are significant restrictions imposed by the Local Authority in connection with external improvements such as replacement of the windows. It is the opinion of the Tribunal this is incorrect. The kitchen is fitted with UPVC plastic double glazed windows which do not match the thin profile original Crittall window units.

31. The Condition Report included in the bundle of evidence confirms the flat was in very good condition when the agreement commenced.

32. The heating and hot water are communal and therefore the Landlord for this flat cannot control that quality of the system.

33. An engineers report confirms the balcony is structurally sound and there are no issues with its usage.

34. The Improvement Notice issued by the Local Authority is currently subject to an appeal by the Landlord.
35. All matters in connection with the common parts and the lift should be reported to the Freeholders Managing Agents Property Partners.

The Inspection

36. The Tribunal inspected the property in the afternoon of the 1 October 2026 in the presence of the Tenants, Caitlin Kishori Colquhoun, Lilian Di Re.

The Property

37. The property is a purpose built third floor flat forming part of a four storey Art Deco block built around 1930 with communal access arrangements and lift to upper floors. The accommodation comprises, three bedroom, living room, kitchen, bathroom and balcony. The flat has an EPC Rating of E which is below average and a stated floor area of 99m2. The property has single glazed windows and a communal hot water and heating system.

38. Outside: The property has brick elevations under a flat roof. There are limited non allocated parking spaces and a communal garden. The Property is situated on a busy road close to local amenities.

Evidence

39. Both parties returned the Tribunal's completed Rent Appeal Statements together with helpful photographs and floor plan. The Landlord produced a schedule of comparable evidence of recent lettings in the Herne Hill area.

40. The Landlord produced details of three comparable 3 recent lettings in the area. The properties gave a range of £2,499, £2,950 and £3,250 per month.

41. In addition, the Landlord produced a schedule of recent lettings in the block. The listing included eight properties at varying floor areas. The agreed rents ranged from £2,350-£3,000 per month.

Determination and Valuation

42. 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.

43. 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. Part of the evidence relied upon by the Landlord 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.

44. The preferred evidence is the schedule of recent lettings in the block, however, the condition of each flat is unknown.

45. Relying on its own expert, general knowledge of rental values in the Herne Hill 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 £2,450 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.

46. From this level of rent, the Tribunal has made the following adjustments in relation to the following:

    a) Evidence of mould and damp to the kitchen walls.
    b) Dated and defective communal heating system
    c) Poor water pressure to sanitary fittings
    d) Badly corroded, warped and cracked glazing to Crittall single glazed windows.

47. The Tribunal has considered very carefully this information and using its own expertise considers that a deduction of £275 should be applied in order to take account 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		£2,450
Less		
a)	Items given under a)-d) above	£275
Market rent		£2,175 pcm

Undue hardship

48. 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.

49. The Tenants have stated that a proposed rent increase would cause undue hardship. One of the Tenants is in receipt of Universal Credit and there would be difficulty in the payment of a rent increase. On the basis of the evidence supplied by the tenant, the Tribunal considers that there is not sufficient evidence to show this will cause undue hardship and accordingly sets the starting date for the new rent as 20 March 2026.

Decision

50. Therefore, the Tribunal determines the market rent at £2,175 per calendar month with effect from the 20 March 2026 being the date specified in the Landlord's notice.

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.