	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BK/MNR/2026/0241.
Property	Basement/Private Entrance Flat, 210 Ashmore Road, London W9 3AY.
Tenant	Ms. M.C. Smith.
Tenant's Representative	None.
Landlord	Sovereign Network Group.
Landlord's Address	The Hive, 22 Wembley Park Boulevard, Wembley Park, Middx. HA9 0HP.
Landlord's Representative	Mr. Toby Huggins – Sovereign Network. Mr. Dominic Robson – TLT Solrs. Ms. Sophie Draper – Sovereign Network.
Date of Application	2 April 2026.
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge Hamilton-Farey LLB FRICS. Mrs. P. Ogunfeibo.
Date of Decision	16 October 2026.
Rent Determined	Not determined.

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Date the new rent takes effect	Not applicable.

REASONS FOR THE DECISION

Background

1. On 12 February 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £165.73 per week, in place of the existing rent of £158.12 per week, with the new rent to take effect from 6 April 2026.

2. On 2 April 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 tribunal was dealing with an assured tenancy between the social housing provider Sovereign Network Homes and the tenant Ms. Smith that commenced on 24 May 2004. The rental period is weekly.

The Tenant's Case:

4. In her application to the tribunal the tenant stated that the notice of increase was invalid. The reason being that the property was 'unfit for human habitation and structurally unsound'. The tenant stated in her reply form that the rent for the property should be £0.00.

5. The tribunal was therefore required to determine whether the Notice of Increase was valid or not at the start of the hearing.

6. The tenant supplied some documents including two surveys of the property, one carried out in 2018 following reports of rodent infestation, and one in October 2023, that highlighted several repairs that were required to the property. In addition, the Housing Ombudsman upheld a complaint regarding the resident's request for access to the communal areas to access her stop cock. Compensation was granted in that instance, and no further reports of problems with the stop cock were contained within the papers supplied to the tribunal.

7. The tenant also said that the landlord was aware of the recommendation by their independent surveyor to provide access to the sub-floor of the property.

8. She also said that she required a hearing 'to confirm the reason for the Respondent's decision to place the property on the market whilst it was unfit for human habitation'. She further asserted that the rent increase would cause her hardship.

9. The tenant uploaded several photographs of the externals and common parts of the property, some of these were of a poor quality and of little assistance to the tribunal, but others showed evidence of mice, a blocked sink and a backed-up toilet.

10. The tribunal was also provided with a report by Stephen M. Lawrence MSc, MIEH, FRSPH of Lawrence EHC Limited, who concluded that 'there is some disrepair relevant to the landlord's repairing covenant that may be implied into the tenancy agreement by Section 11 of the Landlord & Tenant Act 1985.

The Landlord's Case.

11. The respondent's case was that the tenant had refused it access to the property for years and had a possession order awarded to it on 16 December 2025 (for amongst other reasons failure to give access).

12. The respondent also suggested that this application had been brought by the tenant for identical reasons as had previously been decided by the Tribunal and reiterated that the tenant considered they should not pay any weekly rent.

13. The respondent agreed that they did not know the current condition of the property internally but said that the lack of access rendered their ability to identify and carry out any works, impossible.

14. The respondent contended that the application be struck out.

15. Within its evidence the respondent provided copies of the Court Order granting possession, together with copies of previous tribunal determinations/decisions relating to the property. (JM/LON/00BK/MNR/2022/0046, HS/LON/00BK/MNR/2024/0242 and DS/LON/00BK/MNR/2025/0001.

16. It also worth noting the problems with access dealt with by the Courts as follows:

    i. A lifetime injunction awarded on 30 July 2018 in relation to the refusal by the applicant to provide access for gas safety checks.
    ii. An injunction for the respondent to inspect the property and carry out works, awarded on 8 November 2022 until 7 November 2023.

iii. On 26 July 2024 the respondent issued possession proceedings due to significant breaches of the applicant's contractual obligations under their tenancy, including refusal to give access for maintenance, gas safety works, substantial hoarding and fire risk within the property, and substantial housing management nuisance or annoyance through complaints to the Local Authority and MPs about employees of the respondent.

iv. In the recitals of the Court Order, it was identified that the applicant had made 8 claims or applications which were recorded as being totally without merit. Details of the claims were identified in the respondent's bundle. A warrant for possession had been issued and was awaiting execution.

17. Finally, it was noted by the respondent that the rent increase was in line with the Government's Rent Standard being based on the CPI for September 2025.

Tenant's Reply:

18. In her reply to the respondent's submissions the tenant said that the repeated allegations of denials of access 'have been totally disproved to the satisfaction of the Leader of Westminster Council, Ward Councillors and the Ombudsman, by incontrovertible evidence of the respondent continuing to dismiss the applicant's numerous attempts to have the disrepair addressed and legally remedied.'

Allocation of Repairs between Landlord and Tenant.

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

Liability for Council Tax

20. The tenant is 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.

21. None.

Inspection/Hearing

22. In her application the tenant suggested that an inspection would not be necessary. The respondent requested an inspection so that they could access the condition of the property. The tribunal considered the matter and by a decision dated 4 June 2026, by Peter Williams a legal officer, the request by the

respondent was denied. Subsequently, the applicant appealed that decision, even though she had not requested the inspection, stating that she 'continues to be adversely affected by the hazardous and life-limiting conditions of the respondent's property, unfit for human habitation before the tenancy began in 2004'. The appeal was dismissed by Judge Carr, on 24 June 2026, who considered that it was not proportionate to hold an inspection.

23. On 13 July 2026 the tenant e-mailed the tribunal to say that she requested permission to challenge the decision made by Judge Carr, before she appealed to the Upper Tribunal. She suggested that the response by Judge Carr was disproportionate to her reasonable request.

24. On 18 August 2026, Judge J. Dobson gave a decision refusing permission to appeal to the Upper Tribunal.

25. The tribunal proceeded to determine this application at a video-hearing on 12 October 2026.

The Hearing:

26. The hearing was listed for 12 October 2026 to be dealt with via video link. Three people attended on behalf of the respondent (Mr. Robson of TLT Solicitors, Ms. Draper of the respondent company, and Mr. Huggins also of the respondent company. Mr. Huggins presented the respondent's case and Ms. Draper provided confirmation for the tribunal.

27. The hearing commenced at 10:05am, five minutes after the listing start time of 10:00am because Ms. Smith had not arrived and the tribunal wanted to make an allowance for the possibility that she might be experiencing connectivity problems, even though the tribunal was mindful that both parties were advised to arrive ten minutes before the hearing start time. On this basis the tribunal called Mr. Huggins to give his clients' case at 10.05am. He requested that the tribunal strike-out the application.

28. At 10:25 the applicant appeared in the hearing room via telephone. When admitted to the hearing room she said that she had been waiting for 25 minutes to be admitted to the hearing but had not been successful. The tribunal made a slight adjournment when we considered whether to admit Ms. Smith, and at the same time asked our hearing clerk to inspect the video system to see if Ms. Smith had had difficulties entering the tribunal. The clerk confirmed that there was no evidence of Ms. Smith waiting to be admitted prior to her appearing in the anti-room.

29. The tribunal decided to admit Ms. Smith and restart the hearing. The tribunal first of all asked her why she considered that the tribunal would lack jurisdiction to determine the matter, and why she said the property would not command a rent.

30. She said that she did not believe the tribunal did not have jurisdiction but maintained that the property did not have a rent, and that it was 'illegal' for the respondent to rent the property to her.

31. The tribunal then asked Mr. Huggins to start his case for strike-out again. The tribunal informed Ms. Smith that we were being asked to strike-out her case as a preliminary issue, she made no comment.

32. Mr. Huggins suggested that the tribunal should consider strike under three possible sections of Rule 9(3) of the Tribunal Procedure (First-tier Tribunal_ (Property Chamber) Rules 2013. Taking the most relevant section first. He said:

    i. Under Rule 9(3)(e) – that the case had no reasonable prospect of success, given the tenant's assertion that the property would not command a rent at all. He could not comment on the condition of the property due to the lack of access and said that the photographs supplied were of little assistance. He relied on *Sturolson & Co v Mauroux (1988 20 HLR 332)* to support his assertion that even a property in poor repair, where there was a landlord's repairing covenant, that covenant alone had value. In that case, which was a determination of a Fair Rent under the Rent Act 1977, the Court of Appeal decided that '*the rent of a property in poor repair with a landlord's repairing covenant was greater than that of such a property without the covenant.'*

    The tribunal accepts that even a property in poor repair, has a rental value, and that on the open market, which is what the tribunal has to assess, someone would take a property at a low rent despite its condition. We are also guided by the fact that although the tenant said the disrepair had been recognised by the Local Authority no evidence of that recognition had been supplied to us.
    We find therefore that the tenant's assertion that the property has no value is incorrect, and that on balance her argument has no reasonable prospect of success.

    ii. Mr. Huggins then suggested that Rule 9(3)(d) would also apply in that the proceedings, or the manner in which they are being conducted to be frivolous or vexatious or otherwise an abuse of the process of the Tribunal. In support of this he cited the issues with the inspection and the various

appeals by the tenant, following the rejection of the respondent's request for an inspection. Mr. Huggins suggested that this was a frivolous/vexatious way of proceeding. Ms. Smith referred again to the fact that there can be no rent for a property that was uninhabitable, although she said she lived there.

The tribunal agrees Mr. Huggins. We have already concluded that the property would command a rent and that to proceed on the basis that it would not, is frivolous and/or vexatious.

iii. Mr. Huggins then referred to rule 9(3)(c) and said that the same fact applied to this case as had applied to each of the other applications for a determination of rent, and in that each case, the tribunal had proceeded to make a determination and had confirmed a market rent for the property. The tribunal agrees. Previous tribunals had determined a market rent.

Determination

33. The Tribunal determines that this application should be struck-out in accordance with Rule 9(3)(c)(d) &(e) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

34. We find that the applicant has behaved frivolously and vexatiously in relation to this matter, and that her application to have the rent reduced to zero had no merit. Accordingly, the application is struck-out.

Tribunal: Ms. A. Hamilton-Farey
Mrs. P. Ogunfeibo. Date: 16 October 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.