



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **LON/OOAW/F77/2026/0126**

Property : **39 Tedworth Square, London, SW3
4DW**

Tenant : **Mr J E Morris**

Landlord : **Northumberland & Durham Prop
Trust Ltd**

Date of Objection : **8 May 2026**

Type of Application : **Section 70, Rent Act 1977**

Tribunal : **R Waterhouse FRICS
M Lynch**

Date of Decision : **28 September 2026**

DECISION

The sum of £11200 per quarter will be registered as the fair rent with effect from 28 September 2026, being the date the Tribunal made the Decision.

© CROWN COPYRIGHT 2026

Full REASONS

Following an e-mail dated 8 October 2026 from the tenant John Morris, and under the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 Rule 50 "Clerical mistakes and accidental slips or omissions", the following amendments have been made which are shown in red.

Background

1. The landlord submitted an application, dated 12 September 2025 to register a rent of £13,200.00 per quarter **week**. Previous to the application the Rent Officer had registered a fair rent of £11,000 per quarter registered on 3 November 2023 with effect from 9 December 2023.
2. Following the application the Rent Officer registered a fair rent of £12390.00 per quarter on 7 November **2025 2026** with an effective date of 9 December 2025. Following an objection from the tenant 8 May 2026 to the determination of a fair rent by the Rent Officer, the Tribunal has made a determination under the provisions of the Rent Act 1977.
3. Directions were issued on 5 June 2026 amended 30 June 2026. The tribunal was not requested to inspect the property but was requested by the tenant to determine the matter at s hearing. The hearing took place on 28 September 2026 by remote video platform.

Preliminary Matters

4. The hearing was set down for 10:45 by CVP video platform. In attendance was John Morris the tenant and represented by Ian Hudaly. John Morris indicated he was content for Ian Hudlay to represent him.
5. The respondent landlord was not present, The Tribunal referred to The Tribunal Procedure (First- tier-Tribunal) (Property Chamber) Rules 2013 , Rule 34

Hearings in a party's absence

- 34.** If a party fails to attend a hearing the Tribunal may proceed with the hearing if the Tribunal—
- (a) is satisfied that the party has been notified of the hearing or that reasonable steps have been taken to notify the party of the hearing; and
 - (b) considers that it is in the interests of justice to proceed with the hearing.
6. The Tribunal is assured that the respondent is aware of the date and time of the hearing. The Tribunal made a determination that it is in the interest of justice to proceed in the absence of the party.

Applications case

7. The applicant contended:

- (a) The property when let in 1977 was not in a good condition including disrepair to the parapet and roof.
- (b) The property was extensively repaired in the late 1970s and early 1980s and some improvements made principally an additional two shower rooms, terrace and conservatory.
- (c) That the tenancy was a full repairing, that is internal and external repairs and insurance
- (d) That fulfilling such a lease entails not just the financial cost but also a time and effort costs which the applicant contended involved in having the property at time unliveable or partially unliveable, that in recent years further extensive repairs have been undertaken.
- (e) That the property should be compared with similar traditionally finished houses in the vicinity. The applicant citing a 6-bedroom property in Cheyne Walk asking £10833 pcm said to be larger slightly.
- (f) That a suitable discount should be 60 to 70% to reflect the repairs undertaken and the repairing liability
- (g) That scarcity should be 20%.

8. The Tribunal considers these aspects in turn.

The Property and condition when let.

9. The previous rent register entry stated that 39 Tedworth Square, London, ~~SE3 4DW~~ ~~SW3 4DW~~ as a terraced house built 1800 to 1918 with full central heating, comprising;

Floor	
Basement	Two rooms
Ground floor	Two rooms and one kitchen
First floor	Three rooms and one WC
Second floor	One room and one bathroom.

10. The rent register notes the tenancy commenced on 1 January 1977.

11. The Rent Officers inspection note dated 5 November 2025 ~~2026~~ set out how the property is currently laid out.

- Kitchen ground floor and basement
- Shower room First floor
- Bathroom / WC Second floor
- Living Room 1, 2 ground floor living room 3 on first floor.
- Bedroom 1, 2 on first floor.
- Living room on second floor
- Living room in the basement
- Bedroom in basement
- Small terrace at bottom of second floor stairs overlooking the rear garden.

12. The tenant in their objection letter date 8 May 2026 submitted by Ian Hudaly on behalf of Mr John Morris made the following submission:

- (a) Central heating was installed by the tenant.
- (b) Part of the soil basement needs re concreting
- (c) Shower in first floor and shower in basement have been installed by the tenant
- (d) All ceiling lights installed by tenant
- (e) Much of wiring has been installed by tenant
- (f) Some lathe and plaster ceilings replaced by tenant
- (g) Flooring replaced or restored by tenant
- (h) Windows were single glazed with the tenant replacing some with double glazing
- (i) White goods supplied by the tenant
- (j) Gas fires replaced, chimney lined and cowl on roof installed by tenant
- (k) Basement experienced rising damp and mould which the tenant has addressed
- (l) External decoration carried out by tenant
- (m) Unfurnished
- (n) Roof repaired by tenant
- (o) Fire alarm and kitchen fire door installed by tenant
- (p) Drainage and gutters attended to by the tenant

13. Current condition

- (a) Roof leaks
- (b) Drawing room windows leak
- (c) Balcony said to be in structural disrepair
- (d) First floor WC leaking
- (e) Rising damp and mould in basement
- (f) Several windows in disrepair
- (g) External paint in poor condition
- (h) Vermin uses
- (i) Wall in basement said to be unsafe

14. The tenant notes the landlord contends the tenant has a full repairing lease and said to have paid out around £200,000 for an extensive program of refurbishment.

15. The landlord made no submissions.

16. The Tribunal finds the property to be valued was in an un-refurbished condition in 1977 with significant repairing issues.

Improvements

17. The Tribunal heard that beyond repair there were improvements, these included;

- a conservatory
- a terrace
- two shower rooms within existing structure
- **the central heating**, new and extended, modern plumbing
- damp proofing the basement
- new and extended wiring
- new fire alarm system

18. The Tribunal finds these improvements, not contested and these will be disregarded from the valuation.

Nature of tenancy

19. Contemporary lettings from which comparables will be taken to inform the market rent before adjustment will be on tenancies where the landlord is responsible for internal, external repairs and insurance.

20. The applicant stated they commenced their tenancy in 1977 and the first registration occurred in 1985 when the original lease expired.

21. The evidence on this was uncontested the Tribunal finds there to be a full repairing and insuring lease.

Cost of operating a full repairing and insuring lease

22. The applicant explained the cost and nature of works initially needed to put the property into repair. Additionally, the applicant contended that a building of this nature and age and location requires extensive works of repair on a periodic basis this being most recently in the last two years. Additional to the cost there is a time and personal stress element to this which on occasions requires the tenant to move out or to live in a property undergoing extensive works.

23. The Tribunal finds that a full repairing and insuring tenancy would require periodic repair and that periodically it would also require vacating the premises.

Nature of comparables and adjustments,

24. The applicant said there was a range of different quality properties in this area of Chelsea and that to find properties in a similar style and condition was rare.

The applicant drew the Tribunal's attention to the marketing details by John D wood of a 6-bedroom property in Cheyne Walk asking £10,833 pcm.

Adjustment

25. The applicant stated that in their view of the First tier Tribunal decisions had shown 60 to 70 per cent discount for similar refurbishments

26. Additionally, that there should also be an additional adjustment to reflect scarcity of 20%.

Valuation

27. The tenant applying this approach showed a valuation of;

Comparable £10833 pcm adjusted for size £10,000 pcm

Application of discount of 70% to reflect repairs and tenancy terms deduct £7000 pcm

Net rent £3000 pcm

Application of discount of 20% to reflect scarcity deducts £600 pcm

Net rent £2400 pcm

28. The tenant within their submissions before the hearing contended the fair rent should stay as previously registered that is **£11000 pcm per quarter**.

The Tribunal analysis and valuation

29. The Tribunal is required to determine the rent for the property based on the particular tenancy not a hypothetical tenancy. From the evidence the tribunal finds that the tenancy required the tenant to put the property that was leased to the tenant in 1977 into repair. The tribunal does not have a copy of the original tenancy, neither party has supplied a copy. The tribunal finds on balance that the most probable terms of the tenancy would be for the tenant to put into repair but the rent charged to reflect the property taken originally in its state of disrepair. The contrary position of a tenancy requiring the tenant to put into repair and yet pay a full rent based in the repaired property would give the tenant no incentive to repair and would not be rational and so the tribunal disregards this interpretation. No evidence has been submitted by the landlord.

Valuation

30. In determining the level of rent for the fair rent, the Tribunal must carry out a valuation under section 70 of the Rent Act 1977 and then an assessment under the Rent Acts (Maximum Fair Rent) Order 1999. The latter assessment is dependent on the inflation rate between the last registered rent and the date of the current determination which is the date of hearing. The Tribunal must then adopt the lower of the two figures as the fair rent to be registered. The Tribunal cannot take into account the financial circumstances of the tenant in determining the rent.

31. The tenant provided one comparable of £10833 pcm, this is a property in a similar condition , slightly larger, but some distance from the subject property but still in Chelsea. This is equivalent to £32,500 per quarter.

32. The Tribunal relies on its expertise and adjusts this to £35,000 per quarter to reflect, size, between the actual and the comparable reflecting the subject property in contemporary condition but within a traditional style.

33. The Tribunal applies a discount of 60% to reflect the disrepair, pre improvement condition and full repairing and insuring tenancy. This produces a net rent of £14000 per quarter.

34. From this there is a deduction for scarcity of 20%. This produces a net rent of £11200 per quarter.

Decision

36. The rent calculated under section 70 Rent Act 1977 is £11,200 per quarter.

37. The rent calculated under the Rent Acts (Maximum Fair Rent) Order 1999 is, £12,769 per quarter.

38. Therefore, the Tribunal determines the rent is that calculated under section 70 ~~Rent Act 1977 Order~~ because it is lower than that calculated under ~~the 1999 Order section 70~~ determination and so determines a figure of £11,200 per quarter with effect from 28 September 2026.

Chairman: R Waterhouse FRICS

Date: 28 September 2026 amended 9 October 2026

Appeal to the Upper Tribunal

A person wishing to appeal this decision to the Upper Tribunal (Property Chamber) on a point of law must seek permission to do so by making a written application to the First-tier Tribunal at the Regional Office which has been dealing with the case which application must:

- a. be received by the said office within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
- b. identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

If the application is not received within the 28 –day time limit, it must include a request for an extension of time and the reason for it not complying with the 28- day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.