FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00BD/MRA/2026/0084**
Property	**:**	**28 Duncan Road** **Richmond TW9 2JD**
Applicant	**:**	**Laina Douady Loreau** **Alexandre Loreau (Tenants)**
Representative	**:**	**None**
Respondent	**:**	**Paolo D'Orso (Landlord)**
Representative	**:**	**Dexters Ltd. (Agent)**
Date of Application	**:**	**7 July 2026**
Type of Application	**:**	**Determination of a Market Rent sections 13 &14 Housing Act 1988**
Tribunal Members	**:**	**N. Martindale FRICS** **A. Onigbode**
Date of Decision	**:**	**26 October 2026**
Rent Determined	**:**	**£3850 per calendar month**
Date of new rent start	**:**	**3 November 2026**

REASONS FOR DECISION

Background

1 A landlord's notice FORM 4A, dated 29 May 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £4175 per calendar month in replacing a passing rent of £3800 pcm, with effect from 3 August 2026.

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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.

Landlord's Service Charges and Furniture provided and costs.

5 No furniture included. Landlord's white goods and a variety of other fixed floor finishes and coverings assumed.

Liability for Council Tax

6 Tenant.

Other relevant terms of tenancy

7 None

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.

Property

9 There was no inspection. The Property is a late Victorian mid terraced house over some 148m2 with accommodation on ground first and second floor levels. There is a small rear garden/ yard, part covered in raised timber decking. The entrance is from the small front garden backing the pavement at the public road.

10 The Property accommodation comprises: ground – 2 receptions, kitchen, utility room; first - 3 bedrooms, shower room / wc; second floor bedroom and further bathroom/ wc. The Property is in an established residential road in RB Richmond. Many of the homes remain as family houses of a similar age, rather than having been subdivided into self contained flats.

11 The Property is visibly of traditional brick, painted. There is a 2 storey front bay with bonnet roof over. The main roof is double pitched and tiled. Externally it appears from the street to be in fair to good condition. There is gas fired central space and water heating (though

no radiators in kitchen or utility room). About half of the windows are double glazed. There are on street parking restrictions and no off street parking at the Property. (Google Streetview September 2025).

Evidence

12 The Tribunal received completed Form MR1 of 7 July 2026 from the tenant, with the landlord's notice in Form 4a. Later the reply Form MR2 came from the landlord. Both documents providing some additional background to the Property and the letting. The tenant replied through Form MR3 with some additional material on rents. The tenant included appendices. The Tribunal is grateful for such information as was provided by one or both of the parties. Both parties attended or were represented at an online hearing on 26 October 2026.

Tenant

13 The tenant contested the form and/or content of the landlord's S.13 Notice as well as the new rent. The tenant felt that the rent should stay at £3800 pcm. The S.13 notice was said to be defective because it omitted the landlord's address and it did not show the rental period for the new rental figure. The landlord was considered to be mis-using the Renters Rights Act 2025 by disregarding the fixed rent period in the lease. The original terms for 3 years from 3 July 2025. The current rent was only up for a contractual review at lease clause No.30.5, in the 19 month of the lease and that was still some way distant.

14 The tenants included a dozen or so photographs, mainly of the interior of the Property. They reported some minor items of disrepair many supported by detailed condition surveys, photographs and invoices for past works, including: 1. Rising damp patches to the wall near to the kitchen door reveals. 2. An historic longstanding overflow of water from a header tank. 3. Poor ventilation of rooms particularly the kitchen and bathrooms with damp and mould. 4. Leaking plumbing from bathroom fittings. 5. Rotted timber to the rear outside deck areas replaced October 2026. Some were ongoing, others now historic but had previously been a nuisance to their enjoyment of the Property.

15 The tenants did not refer to any of their own comparables. They felt that the landlord's evidence though indicative of higher values than the tenant contended for, considered them to be of a better quality and/or larger. The tenant felt that these rents were for superior properties, in better condition, with larger gardens, in more convenient locations often with better facilities and without a schedule of disrepair as here.

Landlord

16 The landlord had explained to the tenant prior that changes brought in with the Renters Rights Act 2025 had removed the fixed term contract and provided all tenants with a periodic contractual tenancy. This meant that the rent which had been fixed for the 19 months of the

tenancy was no longer fixed. It was now a statutory tenancy and the rent could be increased on S.13 notice.

17 The landlord's agent referred to comparables of other mainly older terraced homes to let in the first part of 2026. They considered that they supported the modest increase in their notice, to £4175 pcm.

18 They provided brief details of Properties including: 1. Sydney Road TW4 1890's house, 4 bedrooms, 1 bathroom, to let May to July 2026 at £6400. 2. Lower Mortlake Road TW9 1900's house, 4 bedrooms 1 bathroom, to let May to June 2026 at £4900 pcm. 3. Lenton Road TW4 1990's 4 bedrooms, 2 bathrooms, to let rent it was not clear ? 4. Cedar Terrace 1890's 4 bedrooms, 2 bathrooms, to let January to March 2026 at £4000 pcm. Pagode House 4 bedrooms and 4 bathrooms to let January to April 2026 at £5750 pcm. In summary the landlord's agent contended for a new rent of £4500 to £4750 pcm though their client had only sought an increase to £4175 pcm.

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; but assuming that the Property to be in a reasonable internal decorative condition.

Valuation

20 The Tribunal found the landlord's Form 4A Notice to be effective. The notice had been received by the tenant in excess of the minimum notice period of 2 calendar months, well in advance of the effective date of increase. The notice was clear that it was for a monthly rent and the tenant easily identified this fact in their MR1. The tenant had the contact address of the agent: This was sufficient for the purposes of a rent review, to make contact.

21 Under the Renters Rights Act 2025 with effect from 1 May 2026 Parliament had chosen to interpose further between private pre-existing contract arrangements, between consenting parties and impose their own 'solutions'. One of these was the removal of all existing fixed term leases and of all subsisting rent review clauses, from the private residential rented sector. These changes sometimes favoured tenants slightly and sometimes favoured landlords slightly.

22 The parties had formerly agreed that the rent be fixed unchanged from 3 July 2025 until 2 February 2027. As the passing rent had not been fixed via the statutory process under S.13 notice prior, the landlord

could serve 2 months notice anytime on or after 1 May 2026. Had they done so before 3 May the rent might have been changed from as early as 3 July 2026, but the notice given was later.

23 From the Tribunal's own general knowledge of market rent levels in RB Richmond and having regard for the landlord's comparables, for a Property of this type and location, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £4250 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 floor coverings.

24 The Tribunal noted that the Property had experienced a series of minor defects some of which had been remedied by the landlord. The Property also had partial double glazing and lacked fixed heating units in the kitchen and utility room. The Tribunal considered these deficiencies were sufficient to reduce the rental value by £400 pcm as an end allowance from the starting figure. The Tribunal determines the new market rent at £3850 pcm.

Undue Hardship

25 At most, the start date for the new rent could be delayed by a Tribunal by up to 2 months, effective from the beginning of the next rent period following, if undue hardship were shown by the tenant. It does not affect the market rent level itself. Allowance for hardship from this increase in the rent was not sought by the tenant in their application. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

26 The new rent of £3850 pcm is to be levied from and including the start date of the next rent period falling due, which is 3 November 2026.

27 **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 26 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).