FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00BD/MRA/2026/0253**
Property	**:**	**Flat 4, 122b Kew Road Richmond, Twickenham TW9 2AU**
Applicant	**:**	**Wayne Todd Fabien Le Chatton (Tenants)**
Representative	**:**	**None**
Respondent	**:**	**Alexsandra Burdzy (Landlord)**
Representative	**:**	**Dexters London Ltd. (Agent)**
Date of Application	**:**	**4 August 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	**:**	**2 November 2026**
Rent Determined	**:**	**£2250 per calendar month**
Date of new rent start	**:**	**17 November 2026**

REASONS FOR DECISION

Background

1 A landlord's notice FORM 4A, dated 15 June 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £2238.15 per calendar month in replacing a passing rent of £2150 pcm, with effect from 17 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. Landlords floor coverings and white goods 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 within a Building, a former church since closed, deconsecrated, Listed of architectural interest and converted into residential space by the creation of several flats. The Building walls are stone, largely thermally un-insulated, with a double pitched tiled complex, steep main roof. The Building is located between houses of the late Nineteenth century.

10 It appears to be mid Victorian constructed perhaps for the new suburbs of the times. The Property retains many of the historical and architectural features outwith and within. Sometimes these features conflict in part with modern living standards expected of residential accommodation.

11 The Property accommodation, a one bedroom flat, appears to be on 2 levels - basement of some 23m2 containing the bedroom, bath/shower room/ wc and the ground floor of some 27m2 containing the living room/ kitchen, 50m2 in all. Space heating is from electric storage heaters, with freestanding panel heaters to top up. There is no double

glazing. There is a shared front yard providing pedestrian access. It is unclear if there is on site parking at the Building and thus for the Property, though there is a side vehicle access from the public road.

Evidence

12 The Tribunal received completed Form MR1 on 17 August 2026 with the landlord notice in Form 4a. Later the reply Form MR2 came from the landlord both providing some background to the Property and some comparables. The Tribunal is grateful for such information as was provided by one or both of the parties. There was no hearing.

Tenant

13 The tenant contested the form and content of the landlord's S.13 Notice and the new rent. They considered that it should reduce to £1950 pcm. They regarded the notice as invalid because the rent had already increased under the contractual rent review clause with effect from September 2025.

14 The bathroom floor tiles to wall and floors are cracked in places attributed to movement of the Building. Heating is insufficient in some areas of the Property hence the use of additional electric panel heaters. The ventilation to several of the rooms is inadequate leading to some mould growth. Some of the skylights to rooms are now fixed, due to a lack of maintenance.

Landlord

15 The landlord's agent denied that repairs were not dealt with, provided that they were reported and that where this was done they had been addressed even if a complete solution was not immediately possible. The landlord referred to 1 bedroom flats to let nearby: A 1900's flat on Kew Road for £1650 pcm and another built in the 1990's in Stroud Drive to let for £1850 pcm.

Law

16 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

17 From the Tribunal's own general knowledge of market rent levels in LB Richmond for a Property of this type prices ranged between £2000 and £2250 pcm, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £2250 pcm, fully fitted and in good order particularly having regard to the architectural and historical found and enjoyed in a Building of this nature and generally not found in most comparable flats. 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 in the Property.

18 The Tribunal found that there were no particular defects or shortcomings at the Property that could justify an end allowance from this starting figure. The Tribunal therefore determines the new market rent at £2250 pcm. This figure is however capped at the figure of £2238.15 pcm found in the original notice. The new rent will therefore be £2238.15 pcm.

Undue Hardship

19 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 and supporting details were provided to show "undue" hardship and thus any delay to the start date. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

20 The new rent of £2238.15 pcm is to be levied from and including the start date of the next rent period due, starting 17 November 2026.

21 **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 2 November 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).