	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AY/MRA/2026/0375
Property	FT 3 80 UPPER TULSE HILL S.W.2 2RP
Tenant	KYPROS LOIZOU
Tenant's Representative	NONE
Landlord	WILLIS ESTATES LIMITED
Landlord's Representative	NONE
Date of Application	23RD AUGUST 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	J. A. Naylor FRICS FTPI Valuer Chair K. Beheshtizadeh Lay member
Date of Decision	2ND NOVEMBER 2026
Rent Determined	£ 277.00 per WEEK
Date the new rent takes effect	2ND NOVEMBER 2026

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REASONS FOR THE DECISION

Background

1. On 20TH July 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a rent of £403.84 pm to take effect from 25th October 2026.

2. On 23rd August 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 an open market rent.

3. The tenancy commenced on 17th August 2026. The rental period is weekly.

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 (other than carpets and curtain and white goods specified below)

5. None

Liability for Council Tax

6. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Evidence

7. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant.

8. The Tenant made the following comments

9. Within form MR1: The tenant confirmed that the tenancy is a weekly tenancy at a current rent of £222.00 per week. The tenancy began in August 1996. The tenant states that the property has no heating and no double glazing, but they do not pay for services or any separate charges. They advise that they have refitted the shower room and carpeted throughout that the tenant has a liability to decorate and that there is severe water damage on walls and ceilings The tenant highlighted gaps to windows and peeling paint. The tenant requests both a hearing and an inspection. On the issue of hardship the tenant states that the rise in rent proposed is more than their pension and the increase will cause them hardship.

10. Photos provided to the Tribunal show the bedroom shower room and kitchen; that they are relatively small, that the property has laminate flooring and that there is bare wood on some of the windows.

11. By way of MR3 Reply: The tenant comments on the landlord's evidence and rejects the idea that the landlord did not know of a disrepair.

12. In terms of rental evidence, the Tenant did not provide any comparable evidence but stated that they believed that the rental value of the property should be £250 per week.

The Landlord

13. The Landlord made the following comments;

14. Within form MR2: The landlord advised that they had not been made aware of water damage or the condition of the windows. The Landlord has provided a number of comparables from an Internet Best Price guide which states the rental value of the property to be approximately £403.85 per week and refers specifically to a number of comparables in and around Tulse Hill, Brixton Hill and Homewood gardens with properties indicating Monthly rents of £1750 and £1700 per calendar month. It is pointed out that some of these comparables are smaller than the subject property and with open-plan kitchens.

Inspection/Hearing

Hearing

15. A hearing was held on 2nd November 2026 by video platform and an inspection took place on the morning of 2nd November 2026

16. The Tribunal has considered this case on the basis of *an inspection, an oral hearing,* the papers provided by the parties and its own knowledge and specialist expertise.

17. At the hearing both the landlord and tenant were present. The landlords managing agents also sat in as observers and the tenant was accompanied by a Mackenzie Friend for support. Neither the landlord's agent nor the Mackenzie friend took part in the hearing.

18. During the hearing the Tribunal heard from both the landlord and the tenant. Following questioning from the Tribunal the landlord confirmed that he understood that the tenant was liable for redecoration of the property and that the tenant had renewed carpets and curtains. He also confirmed that he was aware that the tenant had refitted the shower room and had also provided the wall and base units and kitchen fittings within the kitchen area.

19. The landlord advised that he had owned the property since 2005 and that these improvements by the tenant had been done without the landlord's knowledge or consent.

20. On the issue of disrepair, the Tribunal questioned the landlord on his knowledge of the condition of the windows and water damage. The landlord revealed that they had not had a managing agent in place until the recent appointment of Stirling Ackroyd 2 months ago. He also stated that he lived 250 miles away from the property and he was unable to confirm when the property had last been inspected prior to Stirling Ackroyd's appointment.

21. In his defence the landlord stated that he had tried to gain access to the property but that the relationship between he and the tenant had been fractious and he had been refused access.

22. Asked why the rent had not been increased more recently the landlord advised the Tribunal that it should have been and this was administrative complacency on his part.

23. Asked specifically about leaks and water damage the landlord confirmed that he does own and manage the flat above the subject property.

24. The landlord said that evidence of water damage showed damage that was mostly historic damage that water's damaged last took place on the 7th of November 2025 and that the repairs had been arranged.

25. In support of the rent proposed in the notice the landlord advised the Tribunal that he believed that £1750.00 per calendar month (£403.84 per week) was a reasonable monthly rent for a property of this kind in this location. He said that it was based on the market evidence detailed by the comparables that he had provided and that all comparables were for one-bedroom properties marketed between June and September 2026. He confirmed that the average price of his comparables was £413.00 per week. and specifically drew the Tribunal's attention to comparable number 5 which he said was the closest to the subject property.

26. Finally the landlord addressed the Tribunal on the issue of hardship and suggested that while hardship may be caused he did not believe that this was a matter to be taken into consideration by the Tribunal when determining the rental level. He stated that there was no evidence of such before the Tribunal and that the Tribunal should not postpone the commencement date for payment of the new rent.

27. In response the tenant confirmed that the flat above was constantly leaking and that the occupier of it had advised him that the leaks had not been fixed properly and that contractor stated that pipes were undersized. He complained that the contractor used by the landlord was slow to respond and unreliable and stated that the landlord was well aware of leaks and other issues.

28. Questioned specifically what he thought the rent of the property should be he was unable to offer any figure.

29. The Tribunal noted that within the MR1 form the Tenant has stated that he believed the rent to be £250 per week but the tenant now advised the Tribunal that he did not believe this to be the case and that he saw no grounds for an increase.

Inspection.

30. There was an inspection on the property on the morning of 2nd November 2026. The tenant and a representative of the landlords managing agents; Stirling Ackroyd were present.

31. On arrival the Tribunal notified the parties that they should be provided with access to all possible areas of the property but that they could not provide any additional evidence nor engage in conversation about the property nor the rental value thereof

32. All rooms were accessible.

33. The Tribunal's overall impression of the property was that it was small for one bedroomed flat with only a small showroom /WC virtually a galley kitchen and a small bedroom with a standard wardrobe in that required one to squeeze around the bed to circulate.

34. The Tribunal was able to examine the fittings in both the kitchen and bathroom look at the windows which were found to be in poor condition, loose drafty and with peeling paint and had sight of areas of both blown ceiling and wall plaster with disruption to decoration.

35. The Tribunal confirmed that the property does not have heating nor does it have double glazing.

The Property

36. The Property is a small self contained first floor flat, offering the following accommodation:

Internally Lounge , bedroom , kitchen , shower room / wc .

Externally There are no private nor communal gardens, no garage nor parking space

Services

The Property benefits from mains gas water and electricity but has neither double glazing nor central heating

The Property is situated in a suburban London location within reasonable reach of both transport and shopping facilities.

Determination and Valuation

1. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.

2. Having considered the evidence provided the Tribunal makes the following comments:

3. The Landlord is correct that we should not consider the tenants financial circumstances when determining the rent, equally we cannot consider past issues and can only assess the rent on the property now in the condition it was in at the date of valuation.

4. Comparing the property to information that we have relating to comparables we believe that this property is smaller than average. We are satisfied that that the tenant has undertaken an up grade to the kitchen and shower room at their own cost and replaced carpets. We were able to observe deterioration to windows and disrepair to walls and ceilings where leaks have occurred. The landlord's evidence is compelling but, in the Tribunals, opinion does not tell the whole story.

5. Relying on its own expertise, general knowledge of rental values in the area, and the evidence provided by the Landlord and tenant the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of ££369.00 per week.

6. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties.

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

i) There is no central heating within the property.
ii) There is no double glazing serving the property.
iii) The kitchen is understood to be fitted by the Tenant.
iv) The Shower room is understood to be fitted by the Tenant.
v) The Carpet and curtains are provided by the Tenant
vi) The tenant has a Liability to undertake decoration
vii) Windows are ill fitting and drafty
viii) Sections of ceiling and walls remain unrepaired follow leaks.

The full valuation is shown below:

Starting Rent	£369.00 pw
Less 25%	£ 92.31 pw
Open-Market Rent	£277.00 pw

Undue hardship

The Law

When determining a market rent in accordance with the Housing Act 1988 Section 13 regard must be had to all of the circumstances (other than personal circumstances) including the age, location and state of repair of the property, matters contained within the rent, repairing obligations, etc. This means that issues such as the tenant's ability to pay the rent or bills associated with the property are not a consideration for the tribunal in assessing the rent. They can however affect the date from which the Tribunal consider the rent is payable

8. The Tenant has advised that they are a pensioner on fixed income and that the level of rent proposed in the landlord's notice will cause hardship.

9. The Landlord accepts that hardship may be caused but points out that this should not affect the rent determined.

10. No evidence of hardship was provided.

11. Taking submissions into consideration the Tribunal considers that for the increase to the increase in rent to be delayed would require detailed evidence, and this has not been provided.

Decision

Therefore, the Tribunal determines the market rent at £277.00 per week with effect from 17th November 2026. which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

APPEAL PROVISION

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 after 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.

Chairman: J. A. Naylor FRICS FTPI

Valuer Chairman

Date: 2nd November 2026