	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AJ/MNR/2026/0320
Property	86B Argyle Road, West Ealing, London, W13 8EL
Tenant	Ewa Szymczak
Tenant's Representative	N/A
Landlord	Chez Marius Ltd
Landlord's Address	Queen Square House, 18-21 Queen Square, Bristol, BA14 8HE
Landlord's Representative	Carbon Law Partners
Date of Application	5 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Ms S Beckwith MRICS Mr W Gibbs JP
Date of Decision	6 November 2026
Rent Determined	£1,700 per calendar month
Date the new rent takes effect	25 May 2026

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REASONS FOR THE DECISION

Background

1. On 20 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,700 per calendar month (pcm) in place of the existing rent of £800 pcm to take effect from 25 May 2026.

2. On 5 May 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 Tenant confirmed she first moved into the Property on 14 February 2013. A copy of an assured tenancy agreement commencing on 25 June 2020 for a term of 12 months was provided. The rental period is monthly.

Validity Of Notice

4. In their application form, the Tenant indicated that they consider the Landlord's notice is invalid due to the history of the tenancy, including repair issues, service of a Section 21 notice and threats of legal action. She suggests that the proposed rent is not reasonable.

5. The Landlord did not respond.

6. The Tribunal finds that the notice is valid. The Tenant has not identified any issues with the technical service of the Notice. The Tenant's disagreement with the amount of rent proposed does not make the notice invalid.

Allocation of Repairs between Landlord and Tenant.

7. 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) and the costs relating to the same.

8. None.

Liability for Council Tax

9. 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.

10. N/A

Inspection/Hearing

11. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of an inspection, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

12. The Tribunal carried out an inspection of the Property on 4 November 2026 in the presence of the Tenant and her friend who helped with translation. A representative of the Landlord's agent, Winkworth, was also in attendance.

13. The Property is a first floor flat in a converted house, offering the following accommodation:

    Property: a living room, kitchen, bathroom, double bedroom and a single bedroom.

    Outside: a parking space in the front yard.

    The Property benefits from gas central heating. The windows are single glazed, wooden framed, sash windows. The living room and kitchen have wooden floors. There is carpet in the main bedroom and hallway.

    The Property is situated in Ealing in West London. Drayton Green station is less than half a mile to the west. West Ealing Elizabeth and mainline station is less than half a mile to the south. Ealing town centre is around a mile to the southeast.

Evidence

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

The Tenant

15. The Tenant made the following comments:

a) She was informed at the start of the tenancy in 2013 that the rent had been set at a lower level due to the poor condition of the Property.
b) Over the years, she has carried out various minor repairs and maintenance at her own cost, as the Landlord was unwilling to carry them out.
c) She reported a serious structural issue with the roof in November 2025.
d) The Tenant replaced the floor coverings, as the previous carpets were old and in poor condition.
e) The windows are old and no longer airtight.
f) The boiler is old.
g) There is mould throughout the Property.
h) Part of the ceiling in the bedroom collapsed and she arranged for the repair.
i) She has redecorated the Property.
j) The kitchen units are basic with a small fridge/freezer. She has purchased all other appliances.
k) She was not provided with any gas or electrical safety certificates until November 2025.

16. The Tenant did not provide any comparable evidence.

17. The Tenant confirmed they consider the market rent to be £800 pcm.

The Landlord

18. The Landlord made the following comments:

a) The Landlord was contacted by the Tenant regarding a leak in the roof when they acquired the Property in June 2021 and repairs were undertaken in August 2021.
b) The Tenant made a complaint to the Council about the condition of the Property and the Landlord's agent attended an inspection on 7 January 2026. Copies of the e-mails with the council, photographs and the contractor's invoice for the works undertaken were provided. None of the works were deemed serious or hazardous by the Council and no notice has been issued by the Council requiring works to be undertaken.
c) The Tenant has denied access since the completion of the works.
d) Copies of the gas safety certificate, EICR and EPC were provided.
e) Due to the age of the Property, it suffers with condensation. Upgrades to the windows are limited to those permitted within a conservation area. The Landlord has offered the Tenant a mobile dehumidifier and to help with the cost of electricity to run this. The rent proposed includes a reduction of £35 pcm to assist with the cost of the dehumidifier.

f) The Landlord has undertaken a survey of the roof, which did not reveal any imminent danger. Consultation with long leaseholders is being undertaken in order for the roof repairs to be carried out.

19. The Landlord confirmed that the rent proposed was based on a report prepared by the Landlord's agent, Winkworth, setting out the current rent for the area. A copy of the report was provided, which was a Best Price Guide showing ten one or two bedroom flats within a quarter of a mile of the Property on the market between September 2025 and February 2026 for between £1,500 and £2,350 pcm.

Determination and Valuation

20. Under section 14 of the Housing Act 1988, 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. 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.

21. The Tribunal recognises that the rent has been the same level since the beginning of the tenancy. The evidence contained significant information about the history of the Property and other disputes between the parties. Only current issues relating to the condition of the Property are relevant.

22. During the inspection, the lights in parts of the Property were not working. This had not been raised as an issue in the written submissions. It was therefore not known whether it had been reported to the Landlord and if they had been given an opportunity to fix it. The Tribunal therefore does not take this into account in determining the market rent.

23. The Tenant did not provide any evidence of the works that she had undertaken or that the Landlord had refused to undertake them. Evidence was provided that the Landlord had asked the Tenant not to undertake works without permission.

24. It was established at the inspection that the floor coverings provided by the Tenant were in the hallway and smaller bedroom. The Landlord did not dispute that the Tenant had undertaken these works. The carpet in the bedroom was noted to be old, but in an acceptable condition.

25. The appliances provided by the Tenant were a large fridge/freezer and washing machine in the kitchen. These have been disregarded for the purposes of the

valuation. The kitchen had a built-in oven/hob and fridge and freezer, which the Tribunal considers appropriate to the size and nature of the kitchen.

26. The Tribunal finds that satisfactory gas and electrical safety reports have been provided.

27. The Tenant provided no evidence as to the roof leak/ceiling collapse they mentioned, including the date, whether they had reported it to the Landlord or what works they had undertaken. The Tribunal does not consider this historic issue relevant when valuing the Property.

28. The Landlord acknowledges that the roof of the building needs work, however, there is no evidence to suggest that it is a health and safety issue, nor that there are ongoing leaks into the Property. The Tribunal noted no evidence of active or recent leaks to the Property.

29. The Tribunal observed no evidence of damp and mould during the inspection. We note that the Council have inspected, were satisfied with works undertaken and has taken no further action. We therefore make no adjustment for these issues.

30. Both parties agree that the nature of the windows contributes to the Property suffering from condensation, which was noted on inspection.

31. Neither party provided evidence of completed comparable transactions. Relying on its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject Property in good and tenantable condition would be in the order of £1,750 pcm. 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 including having white goods (including a washing machine) provided by the landlord.

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

    a) Poor quality windows and connected condensation issue which may result in the need for a dehumidifier
    b) Lack of washing machine
    c) Dated floor coverings to part of the Property

33. The Tribunal considers these issues would be reflected in an overall adjustment of £50 pcm.

34. The full valuation is shown below:

		Per calendar month
Starting Rent		£1,750
Less		
Windows/condensation	)	
Lack of washing machine	)	£50
Dated floor coverings to part	)	
Market Rent		£1,700

Undue hardship

35. The new rent takes effect from the date specified in the Landlord's Notice of Increase unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date a Tribunal makes its determination.

36. The Tenant has asked the Tribunal to fix a later starting date in this case, because she is in receipt of Universal Credit and has serious health conditions. The Tenant did not provide any evidence confirming this. In her MR3 form, she confirmed that she was employed.

37. The Landlord replied that no evidence of health conditions or Universal Credit was provided. Recent emails were provided which stated that access to the Property was limited due to the Tenant's work hours.

38. On the basis that no supporting evidence was supplied by the Tenant, the Tribunal considers that undue hardship has not been demonstrated and does not fix a later starting date.

Decision

39. Therefore, the Tribunal determines the market rent at £1,700 per calendar month with effect from 25 May 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.