	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AZ/MRA/2026/0240**
Property	**15 Southvale Rd, London, SE3 0TP**
Tenant	**Antony Hess and Ruth Perry Roman**
Tenant's Representative	**None**
Landlord	**Joanna Jowitt**
Landlord's Address	**Bradstone House, The Green, Scriven, Nort Yorkshire, HG5 9DX UK**
Landlord's Representative	**None**
Date of Application	**31 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**R Waterhouse FRICS** **K Beheshtizadeh**
Date of Decision	**26 October 2026**
Rent Determined	**£2910.00 per calendar month**
Date of Valuation	**1 August 2026**
Date the new rent takes effect	**1 November 2026**

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REASONS FOR THE DECISION

Background

1. On 28 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2910.00 per calendar month(pcm) in place of the existing rent of £ 2850.00 pcm to take effect from 1 August 2026.

2. On 31 July 2026, under Section 14 (A3) 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 1 April 2022. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. The tenant [6/327] states that the landlord is responsible for repairs to the property.

Liability for Council Tax

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

Hearing

6. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

7. The Tribunal did not inspect the property but made its determination on the submissions of the parties.

8. The tenant describes the property within their application form [4/327] as a Victorian terraced house with gas central heating, flooring is a mixture of timber/wood-effect flooring, carpet and tiled/hard flooring. Traditional sash – style windows, with no confirmed full double glazing. The property retains a number of period features, including fireplaces and traditional joinery. There is a private rear patio garden, front lightwell and internal attic / storage area. There is no garage or separate outbuilding.

9. The tenant [7/327] states the property to be approximately 1099 sq feet in size. Comprising two reception areas, one full bathroom, a separate WC, and a rear garden.

10. The tenant notes they have fitted an artificial grass lawn at their own expense and was a voluntary measure. [6/327].

11. The Property is a three-storey terraced house comprising, [221/327], on the ground floor, an open plan lower ground floor, kitchen/breakfast room, raised ground floor living room, and bedroom, a guest WC, bathroom, and two first floor bedrooms.

Evidence

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

The Tenant

13. The Tenant made the following comments:

    a) The Tenant stated [6/327] that they believed the correct rent should be £2700.00 pcm [6/327].

    b) The tenant stated [6/327] that they installed artificial lawn in the rear garden at their expense.

    c) The tenant says [7/327] Foxwood Road, was marketed at £2750 pcm, and was marked "let agreed". It is a three-bedroom terraced house of approximately 11151 sq feet. With a family bathroom, additional ground floor WC, integral garage sunroom/conservatory and garden. The tenant says it is therefore slightly larger and has materially greater accommodation and amenities than the subject property.

    d) [7/327] The tenant refers to Shearman Road, which was marketed at £3000 pcm and marked let agreed. The tenant states that it provides an upper benchmark citing the agent saying; that it has been completely reconfigured and presented to a very high specification, with a contemporary open- plan kitchen/living space, bifold doors to the garden, off street parking, built in wardrobes and a separate shower cubicle. Additionally recarpeted and decorated.

    e) The tenant says this is contrasted with the subject property that has significant visible wear to flooring and carpets, dated bathroom finishes,

a long-standing wardrobe door defect and a history of recurring reliability issues affecting heating, hot water and plumbing.

f) The tenancy the tenant says places the responsibility for maintenance of washing machine, fridge freezer and dishwasher on the tenant that is different from other contemporary tenancies. The landlord at [242/327] refutes this.

g) The tenant supplied several comparables: [30/327]

(i) Leahurst Road asking £2750 pcm, described as let agreed 3 bedrooms, private garden.

(ii) Foxwood Road asking £2750 pcm described as let agreed.

(iii) Shearman Road asking £3000 pcm, described as let agreed

(iv) Mayday Gardens, Blackheath SE3 asking £623 pw

(v) Blackheath Vale two-bedroom terrace asking £ 2600 pcm

(vi) Manor Way Blackheath SE3 £2850 asking, 2 double bedrooms and a single bedroom [59/327]

(vii) Richmount Gardens. Blackheath SE3 asking £2400 pcm. 3 bedroom [106/327]

(viii) Tranquill Vale , SE3 asking £2640 pcm , 3 bedroom and parking for two cars.

(ix) Woolacombe Road SE3 bedroom semi – asking £2500 pcm [115/327]

(x) Then the tenant lists a number of thumb nail marketing brochures from £2350 to £2850 for 2 to 4 bedroom properties.

h) Tents reply to ll form p 237 table of comps

The Landlord

14. The Landlord made the following comments:

a) The Landlord submitted a MR2 form.

(i) Contests that there is disrepair and supplies a schedule of repairs [142/327].

(ii) The tenants have not contended that they will suffer hardship

(iii) The landlord provides [140/327] a schedule of issues raised by the tenant and steps taken to resolve.

(iv) The landlord has asked the tribunal to determine a market rent of at least £2910 pcm

(v) That the original rent in 2020 was £ 2750 pcm so an increase to £2910 pcm after 6 years is very modest.

(vi) That the subject property should be considered a period property and not directly equivalent to non-period properties.

(vii) That in 8 July 2026 Foxtons advertised a superior property but three bedrooms, in the same road at £ 4500 pcm.

(viii) That a professional lettings assessment has suggested a figure of £3000 to £3100 pcm.

(ix) That the tenants own evidence Foxwood Road and Shearman Road comprise comparables £ 2750 to £3000 pcm , and that these are non-period properties.

Findings

15. The tenant has made contentions over the condition of the property in terms of frequency of disrepair. The landlord has [142/327] set out a schedule relating to the repairs carried out. The tribunal finds that the landlord has been attentive and repairs have been undertaken when required and the resultant outcome is that the property is in a reasonable state of repair equivalent to comparable properties for which rental comparisons are made.

16. There is a different of view as to who is responsible for the repair of washing machine, fridge freezer, and dishwasher. The tenancy has an inventory which shows these items within it. The tenancy at [28/327] notes that these items are provided as a gesture of goodwill, but the landlord is not responsible for repairing them. The tribunal finds the repairing responsibility rests with the tenant.

Determination and Valuation

17. 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.

18. The Tribunal using its own expertise determines that period properties attract higher rental bids this is supported by the evidence within the subject property's road, with the Foxtons letting.

19. That the subject property is within a market that would consider it to be a period property.

20. The Tribunal therefore takes the tenants evidence as useful context but attached greater weight to the similar period property in the same road. That being the three-bedroom property in Southvale Road, asking £4500 through Foxtons.

21. Whilst this is a superior property it shows the upper pressure on prices caused by the period features.

22. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the landlord and the tenant, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £3350.00 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties.

23. It is acknowledged the property has been let for a number of years and so is not in a pristine condition. The Tribunal makes a deduction of around 10% to reflect this, the repairing liability for the white goods and any internal decoration or minor repairing liability, to £2910 per month.

Open-Market Rent **£ 2910.00 pcm**

Decision

Preliminary

24. The tenant under Rule 17 [276/327] seeks the decision to exclude their name. The Tribunal operates within an open justice environment there has been a request for the applicant's name to be omitted from the decision. The tribunal has seen no evidence that warrants this cause of action and so the request is refused.

Decision

25. The Tribunal determines the new rent amount at £2910.00 pcm takes with effect from the beginning of the first new period of the tenancy which begins on or after the date of the determination, this being 1 November 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 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.