	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AX/MRA/2026/0349**
Property	**17 Agate House Percy Gardens Worcester Park KT4 7RX**
Tenant	**Joanne Asker**
Tenant's Representative	**None**
Landlord	**Mr Jeshuran Arulpragasam**
Landlord's Representative	**None**
Date of Application	
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**J A NAYLOR FRICS Valuer Chair** **T LEPPARD MRICS Sitting as a Lay Member**
Date of Decision	**9TH November 2026**
Rent Determined	**£1,260.00 per calendar month**
Date of Valuation	**9TH November 2026**
Date the new rent takes effect	**11th November 2026.**

© CROWN COPYRIGHT

REASONS FOR THE DECISION

Background

1. On 30th July 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,330.00 per calendar month(pcm) in place of the existing rent of £ 1,196.69 pcm to take effect from 11TH October 2026.

2. 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 11th February 2026. The rental period is monthly.

4. On the 22nd of September 2026 the Tenant forwarded an order one application requesting a case management order. Therein they state that the landlord has lied about improvements [detailed later within this decision] and says that she signed for a new lease on a new tenancy that began on the 1st October 2026.

5. The Tenant refers to the stress she has suffered as a result of the rent and renewal negotiations and confirms that she has now moved out of the property. This she says has resulted in the landlord pursuing her for 2 months back rent irrespective of the fact that he had possession of the property before the 2 months had roomedexpired.

6. In light of the fact that the landlord may pursue her for rent for the two months' notice period she confirmed that she wishes the application to stand and the case to continue.

7. The tenant provides additional evidence including AI opinion and other comparable of one bedroomed flats in Agate House.

Allocation of Repairs between Landlord and Tenant.

8. As per section 11 of the Landlord and Tenant Act 1985.

Validity Of Notice – Section 13B of the Housing Act 1988

9. In their application form, the Tenant has indicated that they consider the Landlord's notice may be invalid due to the fact that the commencement date

of the rental period and that detailed as the start date for the new rent differ the first is the 11th of the month but rent is paid on the 14th.

10. The Tribunal advises that there is nothing that prevents rent to be collected on a date that differs from the commencement date of a tenancy rental period. In fact, this is a common situation as tenants often seek to make payment to accommodate their financial circumstances. The important factor is that the commencement date for a new rent reflects the commencement date of a rental period which it does in this instant . The notice is therefore valid .

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

11. White goods

Liability for Council Tax

12. 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.

13. None.

Hearing

14. Neither party requested an oral hearing and none took place.

The Property *(and inspection)*

15. Neither party requested an inspection and none was undertaken.

16. The Property is a First-floor flat forming part of a modern 1980s / 90s development, offering the following accommodation:

    Property: Hall, lounge, 2 bedrooms, kitchen, bathroom/ wc

    Outside: Communal areas.

The Property benefits from Economy 7 Heating and Double glazing

The Property is situated in in a suburban London location in reasonably close proximity to both transport and shopping facilities.

Evidence

17. The parties completed the relevant MR1 (tenant) and MR2 (landlord reply) forms .

The Tenant

18. The Tenant made the following comments:

a) The Tenant confirmed that the rent is paid monthly and that the current rent is £1196.69 . The Tenant confirms that the rent is exclusive of council tax and utility charges, the tenancy began in February 2023 property benefits from economy 7 heating and double-glazing and the provision of white goods.

b) The Tenant confirms that no separate charge is made for service or other charges relating to the property.

c) On the issue of tenant's improvements, the tenant states that they have replaced bathroom and kitchen floor coverings and undertaken some painting all with the landlord's consent. They state that these improvements were necessary to eliminate the smell of smoke at the beginning of a tenancy. Photographs provided show the flat to be an original 1980s / 90s fitted flat but clean and basic.

d) On the issue of repair the tenants say that there have been issues with the water heater in the past but this is now rectified.

e) The tenant indicates that they can envisage that the rent may be £1,220.00 a month but that it should stay at the passing rent.

f) In support of this claim tenant refers to a flat in the building that is allegedly larger and more modern and was marketed for £1,200.00 pcm in May 2026 Comparing their flat to this the tenant says that her flat is not modern , has defective heating in the bedroom and is one of the smallest flat within Agate House . A screenshot of the basic Internet letting particulars is provided.

g) The Tenant confirms that she needs neither an inspection nor a hearing and has no issues of hardship however the Tribunal notes that the tenant does receive universal credit and has medical issues .

The Landlord

19. Within the MR2 form the Landlord made the following comments:

a) That the comparable provided by the tenant is old; listed in May 2026.

b) They say that properties within the block are now listed at £1400.00 pcm and they provide details of such properties within Percy gardens#.

c) The Landlord points out that the block is in close proximity to many amenities and that parking is available on the site. They quote from Valuation Office data rental market analysis which indicate that the rent would be £1371 .00 per calendar month.

d) The landlords confirmed that they require neither an inspection nor a hearing and on a separate sheet they suggest that they will be replacing the night storage heaters but have not yet done so.

e) The landlord contests that consent was giving for redecoration and floor covering to accommodate the tenants preferences but there was no necessity to do so .

Determination and Valuation

20. 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.

21. In reaching its decision the Tribunal notes the current circumstances and issues that exists between the parties relating to the termination of the tenancy however

this particular aspect is not before the Tribunal for its consideration nor is it within its jurisdiction.

22. The Tribunal has , therefore, focused on the assessment of the open market rental value of the property and in so doing had regard to the evidence provided by both parties.

23. It is the Tribunal's opinion that the property is clean and tidy but nevertheless with slightly dated Bathroom and kitchen and night storage heating which the Landlord concedes now require replacement.

24. Relying on its own expertise and general knowledge of rental values in the area, and the evidence 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 £ 1,400.00 pcm. This is the rent that 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.

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

    a) A need for updating

    The full valuation is shown below:

Starting Rent		£1,400.00	pcm
Less			
a)	10%	£ 140.00	pcm
Open-Market Rent		**£1,260.00 pcm**	

Decision.

26. **The Tribunal determines the new rent amount at £ 1,260.00 per calendar month with effect from 11th 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 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.