	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AL/MRA/2026/0677**
Property	**Flat 126 Wallace Court, 44 Tizzard Grove, London, SE3 9EQ**
Tenant	**Marek Dabek & Anna Marc-Dabek**
Tenant's Representative	**N/A**
Landlord	**Mahima Sinha**
Landlord's Address	**11 Blenheim Close, London, SE12 9AR**
Landlord's Representative	**Foxtons**
Date of Application	**24 September 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Ms S Beckwith MRICS** **Ms A Onigbode**
Date of Decision	**12 November 2026**
Rent Determined	**£1,700 per calendar month**
Date of Valuation	**6 October 2026**
Date the new rent takes effect	**6 December 2026**

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REASONS FOR THE DECISION

Background

1. On 7 July 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,700 per calendar month (pcm) in place of the existing rent of £1,495 pcm to take effect from 6 October 2026.

2. On 24 September 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 6 December 2024. The rental period is monthly.

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

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid because the tenancy agreement they signed was for a fixed term of three years at a fixed rent without review. In their MR3 reply, the Tenant appears to acknowledge the change in law, terming their situation a "loophole" and asking the Tribunal to "do the right thing" and honour the contract.

5. In response, the Landlord has stated that they consider the notice valid because the Renters Rights Act has materially changed the legal framework.

6. Whilst the Tribunal has sympathy with the Tenant's situation, we must follow the law. The Renters Rights Act 2025 abolished fixed term tenancies, converting them to assured periodic tenancies. The Notice served by the Landlord meets the requirements of the Section 13 (2) (as amended) of the Housing Act 1988. The Tribunal therefore finds the Notice to be valid.

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. N/A

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

Hearing

11. Neither party requested an oral hearing. 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

12. The Tenant provided an external photograph only.

13. The Property is a fifth floor flat forming part of a modern six to eight storey development, offering the following accommodation:

    Property: an open plan kitchen/living room, a bedroom and bathroom. The total size is stated to be 46.38 sq m / 499 sq ft.

    The Property benefits from underfloor heating, double glazing and a balcony. The development has a concierge and resident's gym.

    The Property is situated in Kidbrooke in southeast London. Kidbrooke station is around a quarter of a mile to the northeast. Blackheath is approximately one mile to the northwest.

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) They have undertaken repairs and maintenance to the plumbing in the Property, including cleaning pipework under the bathroom and kitchen

sinks, replacing part of the kitchen faucet and changing under the bathroom sink. The Landlord paid for some parts but did not have to pay for labour.

b) They have lived in the Property for 12 years and during that time there has been no decoration or upgrades.

16. The Tenant did not provide comparable rental evidence. In their MR3 reply, the Tenant commented that many of the links provided by the Landlord were duplicates or the listing was inaccessible. Of those which were accessible, many are irrelevant because they are in different neighbourhoods, are furnished, are in newer buildings and include parking. In respect of the flat in Wallace Court, the Tenant comments that they have spoken to the current tenant and the flat was renovated before the tenant moved in and has an extra terrace.

17. The Tenant confirmed their opinion that they should continue to pay £1,495 pcm on the basis of the three year contract agreed.

The Landlord

18. The Landlord made the following comments:

a) The rent has not increased since December 2022 and has fallen behind market levels.

19. The Landlord provided a Rental Checker report listing 49 one bedroom properties let in SE3 9 in the last six months between £1,500 and £2,000 pcm. The Landlord has based their proposed rent on the "lower quartile" of £1,700 pcm.

20. Further screenshots of the following properties were provided:

a) Grayston House – listed for £1,750 pcm
b) Kidbrooke Park Road – marked as let agreed at £1,800 pcm
c) Cottam House - marked as let agreed at £1,775 pcm
d) Kidbrooke Park Road – listed for £1,800 pcm
e) Wallace Court - marked as let agreed at £1,800 pcm

Determination and Valuation

21. 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.

22. Whilst it is acknowledged that the Tenant has undertaken some maintenance at the Property, the Tribunal finds no Tenant's improvements which would impact the rental value.

23. Neither party provided evidence of completed comparable transactions. The most suitable evidence is from properties in the development itself.

24. Relying on its own expertise and general knowledge of rental values in the area, and the information and analysis provided by the Landlord and the Tenant, the Tribunal considers that the market rent of the subject Property in good order 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 at the valuation date and if it was in the same general condition as the comparable properties including having white goods provided by the landlord.

25. The Tribunal has adjusted the rent by £50 pcm to reflect the slightly dated nature of the internal finishes, the Tenant having been in occupation for 12 years.

Undue hardship

26. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.

27. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because the rent increase is unexpected due to the agreed fixed tenancy until December 2027.

28. The Landlord did not respond to the Tenant's application for postponement due to hardship.

29. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence of their financial situation to support their submissions. On the basis of the evidence provided, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.

30. The Tribunal determines the new rent amount at £1,700 per calendar month with effect from 6 December 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

Decision

31. The Tribunal determines the new rent amount at £1,700 per calendar month with effect from 6 December 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.