	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AY/MRA/2026/0100.**
Property	**Ground Floor Flat, 669 Wandsworth Road, London SW8 3JE.**
Tenant	**Mr. Adam Wolstenholme.** **Ms. Laura Braithwaite.**
Tenant's Representative	**None, In person.**
Landlord	**Ms. Sally Morten.**
Landlord's Address	**Holt Road Farm, Hold Road Wood Norton, Dereham, Norfolk. NR20 5BL.**
Landlord's Representative	**None, In person.**
Date of Application	**10 July 2026.**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Ms. A. Hamilton-Farey.** **Ms. S. Greer.**
Date of Decision	**9 November 2026**
Rent Determined	**£1,620.00 per calendar month**
Date of Valuation	**29 September 2026.**
Date the new rent takes effect	**29 November 2026.**

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REASONS FOR THE DECISION

Background

1. On **12 June 2026**, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of **£1,701.00** per calendar month(pcm) in place of the existing rent of **£1,620.00** pcm to take effect from **29 September 2026**.

2. On **10 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 **29 October 2023 for an initial period of six months.** The rental period is monthly.

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) and the costs relating to the same.

5. Two stools, 1 Ikea Kallax shelving unit, 2 butchers' blocks, 1 mattress, 1 bed, table, garden bench, shelf. (some of these items had been left by a previous tenant).

Liability for Council Tax

6. The **Tenants** are 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.

7. None.

Hearing

8. Neither party requested an oral hearing. The Tribunal has considered this case based on the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Tenants requested that an inspection take place. However, this request was refused by a Legal Officer on 1 September 2026 because the Tenants had produced several photographs of the property from which the Tribunal could determine amenities and condition.

10. The Property is a ground floor flat forming part of a period property, comprising one bedroom, living room, kitchen/diner, bathroom and large rear garden. The property benefits from gas central heating, is partially double-glazed and was let part-furnished and has stripped wooden flooring to the living room, painted floorboards to the bedroom and tiling to the bathroom and kitchen. The garden extends to approximately 180 feet with the property itself being 46m² (495ft²).

Evidence

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

The Tenant

12. The Tenant made the following comments:

    a) The Tenant confirmed that when they had first occupied the property it was only in a reasonable condition, it had not been redecorated or refurbished for their tenancy, and fittings were old and in a used condition. The flat was dirty, suffered from mould and damp, that it was 'messy' and had incorrectly installed hardware and furnishing. It is the Tenants' case that many of these deficiencies still exist and that the Landlord has only attended to those legally required repairs and maintenance, that included the heating, the external façade of the building being decorated by the management of 669 (and confirmed by the Landlord that they paid their proportion of the cost).

    b) Various photographs and videos have been supplied that document the condition of the flat at the start of the tenancy, as well as more recent photographs, together with copies of emails/Whatsapp messages reporting faults, dealing with disrepair and the general interaction between the parties during the term. Some of the original photographs and videos demonstrate that the furnishings were old, stained and damaged when the term commenced, and the decorative condition was used, marked and damaged in areas.

c) The most recent photographs show that the property's condition has deteriorated; there are mis-matching bathroom fixtures, and it generally is in an old and tired condition. There were also photographs that show the growth of fungus/mushrooms complained of by the Tenants in their evidence.

d) The Tenants say that they have carried out repairs and redecoration to the property, including to walls and woodwork, as well as fixing windows, assisting with the repair of the toilet, removal of garden overgrowth, and that no damage has been caused to the property by them.

e) The Tenants' say that the rent for the flat should be reduced to take account of these factors to **£1,500.00** which was the rent passing when the tenancy commenced in 2023.

13. As far as the Tenants' evidence of rentals is concerned, they say that an analysis of the market, places the property in the range of £1,170 - £1,670 pcm with an average of £1,400. They rely on the Office of National Statistics figures to demonstrate that rentals in London increased by between 1.7 and 2%, and since then the market has slowed greatly.

14. They accept that other properties of a similar size are let at higher or similar asking prices, the quality of management and renovations of those properties are much higher than the subject and therefore warrant a higher rent.

15. The Tenants also say that they are concerned that if the Landlord instructs a surveyor to inspect the property, this will result in a decision that the property should be improved, their peace would be disturbed by building work, and that the rent payable would increase, without any regard to the conditions in which they have been living for over three years.

16. As part of their response to the Landlord's submissions the Tenants supplied comparables of three properties on which they relied. These were

a) Wandsworth Road, one bedroom, ground floor flat, with living/kitchen combined, front garden, one bathroom. Available from January 2027, at £1,600.00 pcm.
b) Arodene Road, SW2 – one bedroom, one bathroom flat, without garden let at £1,450.00.
c) Blegborough Road, SW16 – one bedroom, one bathroom, flat with patio garden, with open plan reception room/kitchen, let agreed £1,500.00 pcm.

d) Elderwood Place, SE17 – one bedroom, one bathroom, kitchenette, private garden. £1,500.00.
e) Glenister Park, SW16 – one bedroom, one bathroom, no mention of garden, let at £1,400.00.

The Landlord

17. The Landlord made the following comments:

a) That she has lived in the flat at one time, although not, it appears immediately before this tenancy, and had been able to maintain the gardens, whilst working full-time.

b) She has provided evidence that, during their inspection of the flat prior to the tenancy, the Tenants agreed to carry out repairs, with the Landlord providing materials, which they have not done. That air vents were blocked in the pantry. Copies of invoices have been supplied to show that central heating was installed in 2024, that garden fencing was improved, and statutory inspections carried out.

c) The Landlord confirmed that she managed the property remotely and had a 'team' in London who presumably she could call on for repairs and maintenance issues. She also relies on an 'Inventory' prepared for the start of the tenancy, unfortunately this is just a list of the furniture in the flat, and not of its condition at the time.

18. The following comparables were provided by the Landlord:

a) Heath Road, Battersea SW8 – presumably let due to it being removed from the market, a one-bedroom flat in a modern building, with small garden advertised at £1,840.00 pcm.

b) A one-bed, one bath, ground floor flat (bathroom in lower ground) in a period conversion, with private garden, of 642ft², available at £2,450 pcm. No location on the agent's details.

c) A one-bed, one bath, ground floor flat, with modern kitchen and integrated appliances, plus private garden, available at £2,000.00 pcm. Similarly, no location on the agent's details.

Determination and Valuation

19. 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. In this case no application has been made.

20. Considering the evidence before us, we have disregarded the video evidence of the Landlord where the Tenants suggested they would carry out repairs because this was not written into the contract as an obligation and would therefore be unenforceable. We also disregard some of the condition in the property at the start of the tenancy; the Tenants viewed the flat before they occupied and informed the Landlord that they were very keen to take it for longer than the initial six-month tenancy, this indicates that the property whilst not newly renovated was of an acceptable condition.

21. As far as the comparable evidence is concerned, properties in the immediate vicinity provide the best evidence. We disregard some of the evidence presented by the Tenants, because it is not comparable in terms of accommodation, and too far removed from the subject; their filter for properties in SW London is, in our view, too wide. We find however that the flat in Wandsworth Road, which we consider to be the most useful and available at £1,600 pcm, is the most useful. However we distinguish this property from the subject because it has a smaller garden, and a combined living room/kitchen/diner, whereas the subject has a large living room, and a separate kitchen/diner and a larger garden, all of which add value.

22. Although the ONS figures do give some indication of movements in rents, London is a very broad area and regional differences are common, we place less weight on the percentages adopted by the Tenants.

23. With respect to the Landlord's comparables, these appear to be advertised rents and are therefore not indicative of actual lettings but are an indication of asking rents. Two of the comparables were without addresses and were therefore of less use to the Tribunal.

24. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the parties the Tribunal considers that the market rent of the subject Property modernised and in good order would be in

the order of **£1800.00 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 including having some furniture and white goods, floor and window coverings provided by the Landlord. However, the subject property is not in the same condition as the comparables, and we have therefore made an adjustment to reflect the actual property.

a) From this level of rent, the Tribunal has made a global adjustment of **10%** per calendar month to reflect the differences in condition but including the larger garden.

The full valuation is shown below:

Starting Rent			**£1,800.00pcm**
Less			
a)	Items given under a) above	£ 180.00	
			£ 180.00pcm
Open-Market Rent			**£1,620.00pcm**

Decision

25. The Tribunal determines the new rent amount at **£1,620.00** per calendar month with effect from **29 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.