FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AL/MRA/2026/0044**
Property	**:**	**73 Viola Avenue Greenwich London SE2 0TQ**
Applicant	**:**	**Omolabake Adelokiki (Tenant)**
Representative	**:**	**None**
Respondent	**:**	**Peter Winch (Landlord)**
Representative	**:**	**None**
Date of Application	**:**	**18 June 2026**
Type of Application	**:**	**Determination of a Market Rent sections 13 &14 Housing Act 1988**
Tribunal Members	**:**	**N. Martindale FRICS S. King**
Date of Decision	**:**	**16 November 2026**
Rent Determined	**:**	**£1600 per calendar month**
Date of new rent start	**:**	**1 December 2026**

REASONS FOR DECISION

Background

1 A landlord's notice, dated 29 May 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £1650 per calendar month replacing a passing rent of £1545.78 pcm, with effect from 1 August 2026.

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2 At a date, prior to the effective date, under S.13(4)(a) Housing Act 1988 the tenant referred the landlord's notice proposing a new rent, to the Tribunal for determination before the start date.

3 The assured tenancy is now periodic calendar monthly.

Allocation of Repairs between Landlord and Tenant

4 As per S.11 Landlord and tenant Act 1985.

Landlord's Service Charges and Furniture provided and costs.

5 There was no furniture, services or service charges. Landlord's provisions of White goods and floor finishes is assumed.

Liability for Council Tax

6 Tenant.

Other relevant terms of tenancy

7 None.

Inspection and Hearing

8 An inspection is not routinely carried out. The Tribunal is content that it has sufficient information on the Property, its condition and on comparables, from a combination of the written and any photographic representations received and from its own knowledge and specialist expertise.

Property

9 There was no inspection. The Property consists of a first floor flat in a purpose built wholly residential Council block (the Building), dating from the 1950's. The Building is of brick with a low rise/ flat roofing. The exterior appears to be in good condition. There are 4 levels of accommodation and a communal internal hallway shared with the other flats in the Building.

10 The Property appears to have a living room, 2 bedrooms, bathroom/wc and kitchen. The Building is in an established residential area of the London Borough of Greenwich. The road contains many similar aged blocks of flats similar to the Building, as well as other houses some subdivided into flats. (Google Streetview July 2019).

Evidence

11 The Tribunal received completed Form MR1 of 18 June 2026, with the landlord's notice. Form MR2 was received from the landlord by the

Tribunal. The Tribunal received the later Form MR3 reply from the tenants repeating material from the MR1. The Tribunal is grateful for such information in the Forms with attachments as were provided by one or both of the parties.

Tenant

12 The tenant did not contest the form or content of the landlord's Notice but, did contest the new rent and felt it should remain as £1545.78 pcm. The tenant referred to the worn stair carpet (within the Property), to condensation in bathroom and kitchen. The tenant included some photographs mostly of the interior of the Property which did not show any mould or damage from condensation.

13 They referred the Tribunal to brief details of 3 flats. 1. Paddle Steamer House a flat of 784' 2 bedrooms and bathroom to let at £1600 pcm. 2. Reeves Road a smaller flat of 526' to let at £1550 pcm with the same rooms. 3. Felixstowe Road a flat of 659' at £1500 pcm. The floor area of the Property was not provided.

Landlord

14 The landlord referred to the rent being reasonable and the condition of the Property being fair. The landlord was not aware of the recent issues raised by the tenant in their MR1 and would remedy on notice of same and when access was provided. The landlord posted 3 web-links for properties, presumably to let locally.

Law

15 In accordance with the terms of S.14 of the Act we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; but assuming that the Property to be in a reasonable internal decorative condition.

Validity

16 The tenant did not question the validity of the landlord's notice.

Valuation

17 The Tribunal does not look up web links. It is for the parties to provide and present their evidence in full, in their representations, not for the Tribunal to gather and assemble it for them.

18 From the Tribunal's own general knowledge of market rent levels in the London Borough of Greenwich, for a Property of this type and location, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £1600 pcm, fully fitted and in good order. This is the rent we would expect the Property to let for in the open market, if it was in the same condition as comparable properties including landlord's white goods and floor coverings.

19 The Tribunal found no particular shortcomings at the Property sufficient to reduce the rental value. The Tribunal determines the new market rent at £1600 pcm.

Undue Hardship

20 At most, the start date for the new rent could be delayed by a Tribunal by up to 2 months, effective from the beginning of the next rent period following, if undue hardship were shown by the tenant. The Tribunal cannot reduce the market rent level itself. Allowance for hardship from this increase in the rent was sought by the tenant in their application but there was insufficient documentation to consider. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

21 The new rent of £1600 pcm is to be levied from the next rent date after the date of this decision, which will be 1 December 2026.

22 **Although the landlord is not obliged to charge this rent and may charge a significantly lower rent as a result of their own choice, policy, or governmental regulation; they may not charge more than this figure. Otherwise any further reduction in this figure, is a matter between the parties, only.**

Chairman N Martindale FRICS Date 16 November 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).