FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00BD/MRA/2026/0367**
Property	**:**	**Flat 4 Riverhill Court** **181 High Street** **Hampton TW12 1NL**
Applicant	**:**	**Jyoti Sheath (Tenant)**
Representative	**:**	**(None)**
Respondent	**:**	**Riverhill Properties (Landlord)**
Representative	**:**	**Smartrose Estates Ltd. (Agent)**
Date of Application	**:**	**22 August 2026**
Type of Application	**:**	**Determination of a Market Rent sections 13 &14 Housing Act 1988**
Tribunal Members	**:**	**N. Martindale FRICS** **M. Lynch**
Date of Decision	**:**	**18 November 2026**
Rent Determined	**:**	**£1650 per calendar month**
Date of new rent start	**:**	**3 December 2026**

REASONS FOR DECISION

Background

1 A landlord's notice, dated 11 June 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £1650 per calendar month replacing a passing rent said to be of £1595 pcm by the tenant, with effect from 3 September 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 Furniture – none. Landlord's provision of floor finishes in tile, laminate and carpet. Usual white goods 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. There was no oral hearing. Bundle: 155No. A4 pages.

Property

9 There was no inspection. The Property consists of a first floor flat in a small 3 level Building (perhaps late Victorian) plus any basement, with commercial retail space on the ground level. The Building is rendered brick walls painted with a series of slated hipped double pitched roofs over. Windows appear to be sash but, modern double glazed. From the front external view it appears in good condition (Google Streetview June 2025).

10 The surrounding properties are a mix of small scale local retail with some residential upper parts. There is a wide range of other residential and commercial space in this High Street location. There is no off street parking and restricted on street parking. The Building fronts a busy local road with mixed uses. It is unclear if access to the Property is from the front pavement or from a rear service road to the shops underneath.

11 The Property has a living room kitchen, bedroom, bathroom/wc and a small rear balcony over looking the shop waste bins area to the back. Floor area reported to be 58 m2.

Evidence

12 The Tribunal received completed Form MR1 of 22 August 2026, with the landlord's notice. The tenant's Form MR3 of counter representations was received. Form MR2 was received from the landlord. The Tribunal is grateful for such information in the Forms with attachments as were provided by one or both of the parties.

Tenant

13 The tenant did not contest the form or content of the landlord's Notice but, did contest the new rent and felt it should be £1595 pcm per MR1. The tenant referred to a number of other flats mostly 1 bedroom, in or near to the High St. and included some 12No. sets of details. The details were not scheduled, summarised, compared, nor analysed. The rents sought ranged between £1350 pcm and £1700 pcm, with a 2 bedroom flat available at £1750 pcm. Where sizes of the 1 bedroom flats were provided, they were generally smaller than the Property.

14 The tenant said that the flat only had electric heating, expensive to run and that the double glazing was poor and drafty. They raised issue with ongoing minor but, troubling repairs and arrangements with the landlord for timely access and completion of works. The tenant included several long strings of emails and messages recording the inconveniences experienced.

Landlord

15 The landlord set out brief details of lettings of similar flats said to be to let on the second floor in the same Building: 1. Flat 7 let £1695 September 2025 1 bedroom 57.5m2. Flat 9 let £1750 pcm 1 bed, 55m2.

16 The landlord contested the long standing nature of the Building defects, replying to the effect that matters were in hand.

Law

17 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

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

Valuation

19 The tenant included long strings of emails and other messages and many links to other properties. The Tribunal does not open links, nor study strings of correspondence. It is for the parties to research, assemble details of rents sought and ideally achieved elsewhere on comparable properties, to analyse these and apply their findings to the Property in summary format for the Tribunal to consider. The Tribunal does not assemble either parties case for it.

20 From the Tribunal's own general knowledge of market rent levels in the London Borough of Richmond, taking particular account of the landlord's evidence, for a Property of this type and location, being low rise and located over retail premises in a High Street setting, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £1650 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.

21 The Tribunal found that there were no particular disrepair or other factors at the Property, for which an end allowance was justified. The Tribunal determines the new market rent at £1650 pcm.

Undue Hardship

22 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. However there was insufficient detail from supporting documents to show *undue* hardship would arise. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

23 The new rent of £1650 pcm is to be levied from the next rent date after the date of this decision, which will be 3 December 2026.

24 **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 18 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).