



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference	:	LON/00AZ/MNR/2025/0755
Property	:	102b Cranbrook Road, Lewisham, London, SE8 4EJ
Tenant	:	Issachar Reid
Landlord	:	Hyde Housing Association Limited
Type of Application	:	Section 13 Housing Act 1988
Tribunal Members	:	Ms S Beckwith MRICS Mr C Piarroux JP
Date and venue of Consideration	:	31 October 2025 at 10 Alfred Place, London, WC1E 7LR
Date of Reasons	:	31 October 2025

DECISION

The Tribunal determines a rent of £346 per week with effect from 7 April 2025.

REASONS

Background

1. On 27 January 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £222.06 per week in place of the existing rent of £216.22 per week to take effect from 7 April 2025.
2. On 20 March 2025 under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent. The Tenant's referral was received by the Tribunal on 31 March 2025.
3. The Tribunal issued Directions dated 13 June 2025 with regards to determination of the rent, setting out a timetable for submissions and return of Reply forms.
4. The Landlord returned the Reply form. The Tenant returned their Reply form and requested a hearing and an inspection.

Law

5. The law is found in section 14 of the Housing Act 1988 ('the 1988 Act'), which, insofar as is relevant to this application, provides:

14 Determination of rent by tribunal.

(1) [...] the appropriate tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the appropriate tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy—

(a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;

(b) which begins at the beginning of the new period specified in the notice;

(c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and

(d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.

*(2) In making a determination under this section, there shall be disregarded—
[...]*

(b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement—

(i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or

(ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and

(c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.

(3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates or the following conditions are satisfied, namely—

(a) that it was carried out not more than twenty-one years before the date of service of the notice; and

(b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and

(c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.

(7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal (subject, in a case where subsection (5) above applies, to the addition of the appropriate amount in respect of rates) shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.

Hearing

6. A hearing was arranged for 18 September 2025. Neither party attended. The Tribunal postponed the inspection of the Property from this date and sent further correspondence to both parties.

Inspection and Property

7. The inspection was re-arranged for 31 October 2025. The Tribunal attended the Property during the hours notified that the inspection would take place, but no-one was there to facilitate access.
8. Rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 requires the Tribunal to deal with a case fairly and justly “*dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal*”.
9. Both parties submitted Reply Forms setting out the details of the Property. We therefore decided to proceed with a determination of the rent on the basis of the written submissions.
10. The Property is a first floor flat in a converted terraced house. St Johns train station, Deptford Bridge DLR station and Elverson Road DLR stations are all within half a mile of the Property.
11. The flat has one double bedroom (approximately 4m by 3m), a living room (approximately 4m by 3.5m), a kitchen (approximately 2.2m by 1.8m) and a bathroom (approximately 1.4m by 1.7m). The Property has central heating and double-glazed windows. It is rented to the Tenant unfurnished.

Evidence

12. The Tribunal has consideration of the Reply form provided by the Landlord and the Reply form and accompanying statements provided by the Tenant and their own observations from the external inspection.
13. The Tribunal has been provided with an assured shorthold tenancy agreement for a fixed term of five years commencing on Monday 16 March 2020 with rent payable weekly. On expiry of the fixed term, the tenancy became a weekly statutory periodic tenancy.
14. The Tenant submits that the rent proposed is disproportionate to the size, condition, facilities and local rents. They claim that the Property suffers from a rat infestation, but have provided no supporting evidence of this.

15. Evidence has been submitted confirming a disrepair claim brought by the Tenant and the works the Landlord was subsequently required to undertake, including replacement of the bathroom and kitchen, including floor coverings. The evidence shows that upon settlement of the claim in September 2024, the Tenant received damages plus a contribution to legal fees.
16. The Tenant submits that the rent on the Property is too high, because the ground floor flat below is larger and rented for “a maximum of £500 per calendar month”. They have not provided details of the tenancy agreement for this flat or any other comparable evidence.
17. The Landlord in their Reply form states that replacement of the kitchen and bathroom have been approved, but works have not been completed due to the Tenant not having provided access.
18. The Landlord confirms that they rely on a third party to undertake market rental valuations and the assessment for this Property based on November 2024 data was £1,555 per calendar month. The Landlord adjusted this to 80% as £1,244 per calendar month or £287.08 per week. No specific comparable evidence was submitted.

Determination and Valuation

19. The Tribunal is to determine the rent for the Property as would be agreed in the open market by a willing landlord. Rents for properties where housing associations are the landlord are often agreed on a different basis and therefore would not constitute suitable comparable evidence for the Tribunal’s valuation.
20. Having consideration of our own expert, general knowledge of rental values in the area, we consider that the open market rent for the Property in good and tenanted condition would be in the region of £1,500 per calendar month and this equates to £346 per week.
21. The Tenant has received compensation for disrepair of the Property. The Landlord has confirmed that replacement of the kitchen and bathroom have been agreed, but this has not happened due to the Tenant not having granted access for the works to be undertaken. Given the situation, the Tribunal will not make a deduction for the condition of the bathroom and kitchen.

Decision

22. The Tribunal therefore determined that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy was £346 per week.

23. The Tribunal directs the new rent of **£346 per week** to take effect on **7 April 2025**, this being the date as set out in the Landlord's Notice of Increase.
24. The Tribunal notes that the Landlord has proposed a lower rent in their Notice of Increase. The Landlord is entitled, but not compelled, to charge the Tenant rent at the figure determined from the effective date and may choose to charge a lower figure.

Chairman: Ms S Beckwith MRICS Date: 31 October 2025

APPEAL PROVISIONS

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 a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the Regional Office which has been dealing with the case. The application should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

The application for permission to appeal must arrive at the Regional Office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

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. **Please note that if you are seeking permission to appeal against a decision made by the Tribunal under the Rent Act 1977, the Housing Act 1988 or the Local Government and Housing Act 1989, this can only be on a point of law.**

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