

FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AM/MNR/2025/1003**
Property	**:**	**14 Buxhall Crescent, Hackney, London, E9 5JU**
Tenant	**:**	**Mr Ohigher Myrie**
Landlord	**:**	**Newlon Housing Trust**
Type of Application	**:**	**Section 13 Housing Act 1988**
Tribunal Members	**:**	**Ms S Beckwith MRICS**
Date and venue of Consideration	**:**	**23 February 2026 at 10 Alfred Place, London, WC1E 7LR**
Date of Reasons	**:**	**23 February 2026**

DECISION

The Tribunal determines a rent of £427.50 per week with effect from 6 October 2025.

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REASONS

Background

1. On 1 September 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £152.66 per week in place of the existing rent of £148.65 per week to take effect from 6 October 2025.

2. On 30 September 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 1 October 2025.

3. The Tribunal issued Directions dated 29 December 2025 with regards to determination of the rent, setting out a timetable for submissions and return of Reply forms. Neither party returned a Reply Form.

Law

4. 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.

Property

5. Neither party requested an inspection. The Tribunal did not inspect the property but considered this case on the basis of the papers provided by the parties.

6. The Tenant's application form confirms the Property is a two bedroom flat, with a living room, kitchen and bathroom. The tenancy agreement confirms the Property has gas central heating.

Evidence

7. There were no written submissions from the parties. In their application form, the Tenant made a statement as to an issue with the affordability of the rent given their personal circumstances. No further evidence on this matter was provided to the Tribunal.

8. The Tribunal has been provided with an assured shorthold tenancy agreement dated 10 March 2009 for a fixed term of 12 months commencing on Monday 16 March 2009 with rent payable weekly. The tenancy agreement states that on expiry of the fixed term, the tenancy will become a non-shorthold assured tenancy continuing each week.

9. Correspondence provided by the Tenant confirms that a service charge of £12.97 per week is also payable. No information was provided as to what services are paid for via this charge.

Determination and Valuation

10. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to let in the open market by a willing landlord under an assured tenancy having regards to the specific conditions in s14 of the 1988 Act. The personal circumstances of the Tenant are not relevant to determining the market rent.

11. 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 tenantable condition would be in the region of £450 per week. From this level of rent we have made adjustments in relation to:

    - Terms and conditions of the tenancy agreement, the Tenant being responsible for internal decorations and minor repairs and having to pay a service charge.

12. The full valuation is shown below:

		per week
Market Rent		£450.00
Less		
Terms of tenancy	) approx. 5 %	
		-£22.50
		£427.50

7. The Tribunal determines a rent of £427.50 per week.

Decision

8. 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 £427.50 per week.

9. The Tribunal directs the new rent of £427.50 per week to take effect on 6 October 2025, this being the date as set out in the Landlord's Notice of Increase.

10. 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:** 23 February 2026

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).