FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/OOBG/F77/2026/0017**
Hearing Type	**:**	**By Way of Written Representations**
Property	**:**	**13 Hereford Street, London, E2 6EX**
Applicant	**:**	**Mr Ian Edwards (Tenant)**
Respondent	**:**	**Gateway Housing Association (Landlord)**
Type of Application	**:**	**Referral of a Registration of Fair Rent under the Rent Act 1977**
Tribunal Member	**:**	**Mr J A Naylor FRICS, FTPI** **Valuer Chairman**
Date of Decision	**:**	**2 April 2026**

FULL REASONS

REASONS

Background

1. On 8 October 2025, the landlord sent an RR1 application for rent registration of a fair rent to the Rent Officer. The previous rent was determined by the Rent Officer on 14 March 2022 at £166.50 per week.

2. On 20 November 2025 the Rent Officer registered a fair rent of £224.01 per week effective from 20 November 2025.

3. In an email dated 2 December 2025 the tenant objected to the Valuation Officer's registration.

4. On 21 January 2026, the Tribunal issued directions to the parties requiring them to produce any evidence on which they wish to rely in support of their respective cases including by use of a reply form. The matter was set down for determination on the papers unless either party requested a hearing which neither did. The landlord was directed to return the reply form with any documents upon which it wished to rely by 4 February 2026. The tenant was directed to do likewise by 18 February 2026 with the landlord given further opportunity to respond by 25 February 2026.

5. The tenant took the opportunity to make submissions, no submissions were received from the Landlord .

6. In consideration of the fair rental value of the subject property, the Tribunal has taken into consideration all documentation before it, including letters and reply forms returned by the parties.

7. In an email dated 2 December 2025 the tenant maintains that the assessment of the property by the Valuation Officer has been made on the wrong basis as the registered rent includes services.

8. In particular, the tenant points out that he and the landlord, Gateway Housing Association, had previously agreed that there were no services provided and that he should neither pay Gateway, nor pay directly, for any services to the property.

9. In addition, it was noted by the Tribunal that there was no mention of services being included in the rent registered on 14 March 2022 and effective therefrom.

10. It was noted, however, that in the RR1 application form the landlord had ticked the box that services were included and within paragraph 9 they say that the rent was to include £7.03 worth of services for landlord's estate lighting, estate repairs and the landlord's surplus on expenditure.

11. As this reference to the Tribunal dealt specifically with a point of fact, the Tribunal wrote to both parties on 19 March 2026 providing them with an opportunity to comment thereon. No further response was received from the tenant. However, further response was received from Gateway Housing Association by way of an email dated 1 April 2026 in which Gateway Housing Association confirmed that there were no service charges payable either to them, or directly by the tenant, in respect of the above property and the cost of any services demanded or detailed in any of their applications should be ignored.

12. On this basis, the Tribunal proceeded to calculate the open market rent and, in particular, with reference to the capping provisions , calculated the rent cap using the previously registered rent of £166.50 which was calculated without any services included as its basis.

13. It is noted that the tenant is responsible for repair and maintenance as detailed within Section 11 of the Landlord & Tenant Act 1985.

Hearing

14. There was no hearing in respect of this application.

Inspection

15. The property was not inspected by the Tribunal.

Hardship

16. No submissions relating to hardship were received from the tenant.

17. On 2 April 2026, on the basis of paper submissions and without a hearing, the Tribunal determined the fair rent of the above property at £217.50 per week.

The Law

18. When determining a fair rent the Tribunal in accordance with the Rent Act 1977 Section 70, had regard to all the circumstances (other than personal circumstances) including the age, location and state of repair of the property. Section 70 is set out in the Appendix below.

19. In *Spathholme Limited vs. Chairman of the Greater Manchester, etc. Tribunal* (1995) 24HLR 107 and *Curtis vs. London Rent Assessment Tribunal* (1999) QB92 the Court of Appeal emphasised that ordinarily a fair rent is the market rent for the property discounted for *"scarcity"* (i.e. that element of any of the market rent that is attributable to there being a significant shortage of similar properties in the wider locality available for letting on similar terms – other than as to rent – to that of the regulated tenancy) and that for the purpose of

determining market rent, assured tenancy (market) rents are usually appropriate comparables (these rents may have to be adjusted where necessary to reflect any relevant differences between those comparables and the subject property).

The Property

20. From Google Maps and information included on the Rent Register, as well as information provided by the parties, the Tribunal were able to determine the following:

21. The property comprises a purpose-built one-bedroom ground floor flat, centrally heated and believed to have been constructed circa 1986.

22. From the Rent Register the flat is understood to comprise:

    A purpose-built one-bedroom flat with kitchen and bathroom wc , centrally heated and believed to have been constructed circa 1986.

23. The property is in a busy and popular location within central London well placed for transport and shopping facilities.

Valuation

24. From *Spathholme Limited vs. Chairman of the Greater Manchester etc. Tribunal*, other registered rents are not relevant as a starting point because they are not market rents.

25. The Tribunal must first determine the market rent for the property of this size, in this location and in its current condition. It must also disregard the personal circumstances of either party. The Tribunal notes that the Rent Officer adopted a starting point of £404.00 per week. Using its own general knowledge of the Greater London property market, the Tribunal agrees with the Rent Officer and considers that the market rent for the property of this size and in this location, in good condition, with the usual white goods, carpets and decorated to a good condition would be £404.00 per week. However, all white goods, carpets and curtains are presumed to be the property of the tenant. In addition, a tenant of a Rent Act property has more onerous repairing obligations than those under an assured shorthold tenancy .

26. Lastly, the Tribunal is mindful of the fact that there are differences in the condition of the subject property and property that is available to let on the market.

27. The Tribunal has received no submissions in relation to defects or issues with the property and, therefore, makes no deductions in this regard.

Market rent (per week)		£404.00pw
Adjustments:		
Tenants' decoration liability With Goods provided by the tenant Carpets and curtains provided by the tenant Unmodernised kitchen		
Adjustment	17%	£ 68.68pw
Adjusted rent		£335.32pw

28. The Tribunal found that there was substantial scarcity in the locality of Greater London, having taken judicial notice of long housing association and local authority waiting lists in Greater London. It therefore made a deduction in respect of scarcity of 20% (£67.06 per week) from the adjusted market rent to reflect this element. This left a final rental figure of £268.25 per week.

29. The Tribunal is then required to apply the Rent Act (Maximum Fair Rent) Order 1999. The calculation was included on the decision sheet and produced a maximum fair rent of £217.50 per week.

30. The Tribunal must register the lower of the adjusted market rent or maximum fair rent as the fair rent for the property. In this instance, the maximum fair rent produces a lower figure and the Tribunal, therefore, registered the rent at £217.50 per week with effect from 2 April 2026 being the date of the Tribunal decision.

Name: **Mr J A Naylor FRICS**

Date: **2 April 2026**

ANNEX – RIGHTS OF APPEAL

The Tribunal is required to set out rights of appeal against its Decision by virtue of the Rule 36(2)(c) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and these are set out below:

If a party wishes to appeal against 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 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.

APPENDIX

Rent Act 1977

Section 70 Determination of Fair Rent

(1) In determining, for the purpose of this part of this Act, what rent is or would be a fair rent under a regulated tenancy of a dwelling house, regard shall be had to all the circumstances (other than personal circumstances) and, in particular, to –

(a) the age, character, locality and state of repair of the dwelling house…

(b) if any furniture is provided for use under the tenancy, the quantity, quality and condition of the furniture and…

(c) any premium, or sum in the nature of a premium, which has been or may be lawfully required or received on the grant, renewal, continuance or assignment of the tenancy)

(2) For the purpose of the determination, it shall be assumed that the number of persons seeking to become tenants of similar dwelling-houses in the locality on the terms (other than those relating to rent) of the regulated tenancy is not substantially greater than the number of such dwelling-houses in the locality which are available for letting on such terms.

(3) There shall be disregarded:

(a) any disrepair or other defect attributable to a failure by the tenant under the regulated tenancy or any predecessor in title of his to comply with any terms thereof;

(b) any improvement carried out, otherwise than in pursuance of the terms of the tenancy; by the tenant under the regulated tenancy or any predecessor in title of his;

(c) If any furniture is provided for use under the regulated tenancy, any improvement to the furniture by the tenant under the regulated tenancy or any predecessor in title of theirs or, as the case may be, any deterioration in the condition of the furniture due to any ill-treatment by the tenant, any person residing or lodging with them, or any sub-tenant of theirs.

(d) In any case where under Part 1 of the Local Government Finance Act 1992 the landlord or a superior landlord is liable to pay Council Tax in respect of a hereditament ("the relevant hereditament") of which the dwelling-house forms part, regard shall also be had to the amount of Council Tax which, as at the date on which the application to the rent officer was made, was set by the billing authority –

(i) for the financial year in which that application was made, and

(ii) for the category of dwelling within which the relevant hereditament fell on that date,

but any discount or other reduction affecting the amount of Council Tax payable shall be disregarded.

In subsection (3d) above –

"hereditament" means a dwelling within the meaning of Part 1 of the Local Government Finance Act 1992.

"billing authority" has the same meaning as in that part of the Act, and

"category of dwellings" has the same meaning as in Section 30(1) and (2) of that Act.]

"improvement" includes the replacement of any fixture or fitting.

"premium" has the same meaning as in part IX of this Act and "sum in the nature of a premium" means –

(i) any such loan as is mentioned in Section 119 or 120 of this Act,

(ii) any such excess over the reasonable price of furniture as is mentioned in Section 123 of this Act, and

(iii) any such advance payment or rent as is mentioned in Section 126 of this Act.

(4) …….