



FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	LON/OOAH/MNR/2026/0125
Property	21 Bennington Close, Croydon CR7 7FG
Tenant	Kedeisha Gayle
Tenant's Representative	none
Landlord	Southern Housing
Landlord's Address	59-61 Clerkenwell Road London EC1M 5LA
Landlord's Representative	none
Date of Application	06 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS S Dhanani
Date of Decision	18 May 2026
Rent Determined	£288.46 per week – although the landlord may choose to charge less.
Date the new rent takes effect	6 April 2026

REASONS FOR THE DECISION

Background

1. On 9 February 2026, the landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £196.74 per week (pw) in place of the existing rent of £187.73 pw to take effect from 6 April 2026.
2. On 6 March 2026 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.
3. The tenancy commenced May 2017.
4. The Tribunal has considered all evidence submitted within the timetable set out by the Directions and subsequent oral testimony. The Tribunal has not recorded all evidence submitted within the decision. The omission of a piece of evidence should not be taken that it has not been taken into consideration.
5. Neither party requested the Tribunal inspect the property and the Tribunal given the submissions found that an inspection would be disproportionate.

Preliminary Matters

6. Material received outside the Directions has not been considered.

The inspection/determination

7. No inspection was made, and the matter was determined on the papers.

Allocation of Repairs between Landlord and Tenant.

8. The Tribunal has considered the written and verbal submissions of the parties.
9. The application notes the landlord is responsible for repairs and maintenance to the structure and exterior of the property, including the roof, walls, windows and doors. The landlord is also responsible for plumbing, heating systems, electrical wiring, drainage, and communal areas of the building, including building security systems and shared entrances.

10. The Tribunal finds in the absence of alternative contention the landlord is responsible for repairs, as set out above and section 11 Landlord and Tenant 1985 responsibilities insofar as they are not included above. The tenant is responsible for the remainder which will include interior decoration.

Liability for Council Tax and Utilities

11. The Tribunal has considered the written and verbal submissions of the parties. The Tribunal finds; the tenant is responsible for the payment of utilities and council tax in respect of the Property.

Inspection/Hearing

12. Neither party requested a hearing or an inspection, the matter was determined on the papers from the 91-page bundle

The Property

Extent and Specification

13. The Tribunal from review of papers finds [23/91] found the property is a second floor flat, comprising one bedroom, one living room, a kitchen, a bathroom and a storage cupboard. The property also has two balconies.

Floor	Area	
Second	Living room	
ditto	Kitchen	
ditto	Bathroom	
ditto	Bedroom 1	
ditto	Storage cupboard	

Improvements

14. No tenants' improvements are noted.

Disrepair

15. The tenant noted that that a request to repair a faulty thermostat made to the landlord in December 25 remained outstanding.

Specification

16. There are no details for the building specification in the bundle. However, photographs within the bundle show the property is built with double glazing, and central heating, carpets are supplied also. In the absence of information and the Tribunal's expert knowledge it is likely the white goods are supplied by the landlord also.
17. The property has;

Specification	Provided by
Central Heating	LL
Double Glazing	LL
Carpets	LL
White Goods	LL

Rental Evidence

The Landlord

18. The landlord proposed that the rental level of the property should be £196.74 pw as at 6 April 2026.
19. The tenant provided in the bundle [74/91] , reference to their understanding of the landlord's position. that "an independent valuation using a RICS accredited Right Move AVM indicates a market rent of £1265 pcm which at 80% to reflect the social housing asset provides £218.63 per week.

Tenant's rental evidence

20. There is evidence in the bundle that at May 2017 the tenant was required to pay a service charge which amounted to £11.25 per week. There is no evidence of a current charge being made.
21. The tenant does not submit evidence of comparables.

Determination and Valuation

22. The valuation date is the effective date of the rent proposed in the Notice of Increase. This is 6 April 2026.
23. The Tribunal values the property on the basis that;
- (a) The condition of the property disregards any tenant's improvements; there are none in this case.

(b) That the terms of the tenancy are such that tenant has responsibility for internal decoration and repairs

(c) That the landlord has supplied the carpets, double glazing and central heating.

(d) The Tribunal must make a determination under the Housing Act 1988 section 13 and 14 and cannot take into account the social or community nature of the development.

24. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the landlord, the Tribunal determines that the market rental of the subject Property modernised and in good order would be in the order of £1250.00 pcm.

25. From this level of rent, the Tribunal has made no adjustments.

Market rent £1250.00pcm

Undue hardship

26. The new rent takes effect from the date specified in the landlord's Notice of Increase unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date a Tribunal makes its determination.

27. The tenant has not asked the Tribunal to fix a later starting date in this case.

Decision

28. Therefore, the Tribunal determines the market rent at £1250 per calendar month equivalent to £288.46 per week with effect from 6 April 2026.

APPEAL PROVISIONS

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 statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.

