

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AZ/MNR/2026/0192
Property	Flat 2, 160 Rushey Green, Catford, SE6 4HQ
Tenant	Goodluck Ikenna Ezeala
Tenant's Representative	
Landlord	Percy Ingle Services Limited
Landlord's Address	Suite 106 Grangewood House, 43 Oakwood Hill Industrial Estate, Loughton, Essex, IG10 3TZ
Landlord's Representative	
Date of Application	27 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Wendy Banks Dr Jan Wilcox
Date of Decision	10 June 2026
Rent Determined	£1,100 per calendar month
Date the new rent takes effect	20 April 2026

REASONS FOR THE DECISION

Background

1. On 25 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,100 per calendar month (pcm) in place of the existing rent of £1,050 pcm to take effect from 20 April 2026.
2. On 27 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 assured shorthold tenancy commenced on 20 November 2021 for a term of 12 months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. The Tribunal has proceeded on the basis that the usual repairing obligations under section 11 of the Landlord and Tenant Act 1985 apply. No specific adjustment to the market rent is required in respect of repairing obligations.

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

5. None

Liability for Council Tax

6. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

7. None

Inspection/Hearing

8. On 4 May 2026, in Form Rents 1B, the Tenant requested an inspection of the Property. The matter was referred to a Legal Officer and, on 12 May 2026, Farzana Haji considered the application and submissions and determined that an inspection was not necessary. No party sought reconsideration of that decision within the time permitted. The Tribunal has therefore determined the matter on the papers before it.

The Property

9. The Property is a compact self-contained flat comprising a combined living room and kitchen, one bedroom and a bathroom. It is situated above commercial premises. Access is via a secure gate from a pedestrian area and by way of an external fire escape.
10. The Property is situated in the Catford area of London, within close proximity to local amenities and Catford Bridge station.

Evidence

11. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

12. The Tenant provided photographs of the gate entrance to the property, the fire escape and the interior of the Property.

The Landlord

13. In relation to rental evidence, the Landlord relied upon screenshots from the property portals "Rightmove" and "Zoopla" showing asking rents for properties said to be comparable to the Property, ranging from approximately £1,200 to £1,750 per calendar month. The Tribunal attached limited weight to that evidence. The screenshots did not contain sufficient particulars to enable the Tribunal to assess whether the properties were properly comparable with the Property. In particular, the material did not consistently identify the size, layout, number of bedrooms, condition, age, precise location, availability of outside space, parking arrangements, bathroom provision, or whether the advertised rents included any services or other items. The Tribunal also noted that at least one of the lower-priced comparators was a studio apartment rather than a one-bedroom flat. The Tribunal was further unable to determine from the screenshots whether the properties had in fact been let at the advertised

rents, or whether the figures represented asking rents only. In those circumstances, the Tribunal did not consider that the screenshots provided a reliable basis on which to determine the open market rent for the Property.

14. The Landlord also provided an email dated 11 April 2024 headed “Property Valuation Flat 1, 160 Rushey Green, SE6”, which referred to a suggested market rent of £1,600 per calendar month. The Tribunal attached limited weight to that document because it did not contain sufficient particulars to enable the Tribunal to assess comparability, including the size, layout, number of bedrooms, condition, bathroom provision, precise location within the building, access arrangements, or whether any services or other items were included. The Tribunal noted the Landlord’s statement that the property was let at the suggested market rent, but in the absence of further supporting evidence, the document did not provide a reliable basis for determining the open market rent for the subject Property.

Determination and Valuation

15. From the photographs provided by the Tenant, the interior of the Property appears to be in reasonable condition. The Tenant states in Form Rents 1B that there is a large duct next to the entrance door to the flat, which he says comes from KFC and emits smoke. The Tribunal has seen photographs showing the duct, but there is no evidence to establish that it emits smoke. The Property is compact, with the living space and kitchen combined into one room and one small bedroom, although the photographs show that the bedroom accommodates at least a double bed and wardrobe. There is a full-size cooker in the living area with an extractor hood.
16. Having regard to the Property’s reasonable standard, compact layout, location close to local amenities, and proximity to transport links in the London area, and applying its own specialist knowledge and experience of rental values in the area, the Tribunal considers that the open market rent for the Property, assuming it to be in good order and let on the statutory assumptions, is £1,100 per calendar month. In reaching that figure, the Tribunal has taken into account the limiting features of the Property, including its compact size, its position above commercial premises and the access arrangements by way of an external fire escape. The Tribunal has not adopted the higher figures relied upon by the Landlord, including the Rushey Green listing at £1,400 per calendar month, because the evidence did not demonstrate that those properties were directly comparable with the subject Property and did not allow for the Property’s particular limitations. Although the Landlord’s comparator evidence was of limited assistance, the Tribunal is nevertheless satisfied, applying its own specialist knowledge and experience and taking into account the Property’s

accommodation, condition, location and limitations, that £1,100 per calendar month represents a fair and reasonable open market rent for the Property.

17. No adjustment is required from that figure. The Tribunal notes the Tenant's comments that the entrance to the flat smells of urine and his assertion that smoke sometimes comes from the duct, but no evidence has been provided to support those matters or to enable the Tribunal to quantify any deduction from the market rent.

Undue hardship

18. 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. Where undue hardship is established, the Tribunal has a discretion to fix a later starting date, up to the date on which the Tribunal makes its determination.
19. The Tenant has asked the Tribunal to fix a later starting date in this case. He states that he has been diagnosed with a non-organic psychotic disorder and that, due to his health condition, his income is limited. He further states that a rent increase would cause severe financial hardship and may put him at risk of being unable to afford essential living costs. The Tenant also provided a letter dated 8 June 2023 from South London and Maudsley NHS Foundation Trust, Speedwell CMHT, addressed to a GP and signed by Dr Yakub Ali, Locum Consultant Psychiatrist, confirming the diagnosis.
20. The Landlord responded that the medical evidence was dated 2023 and referred to a review within four weeks, but no further medical evidence had been provided. The Landlord also stated that rent should be determined by reference to the market rent and not affordability.
21. The Tenant responded and attached a photograph of his medication (Lurasidone).
22. The Tribunal accepts that medical evidence may be relevant to the question of undue hardship. However, the issue for the Tribunal is whether the Tenant has established that the rent should take effect from a later date because of undue hardship. That requires evidence of the Tenant's financial circumstances and the financial impact of the increase. A mere assertion of undue hardship is not sufficient. In *Anderson v Kokins & Kokina* [2024] UKUT 0091 (LC), Judge Rodger KC observed that bank statements and an anecdotal selection of bills and demands gave an incomplete picture of the tenants' financial affairs and were insufficient to establish undue hardship.

23. In this case, no evidence of the Tenant's financial circumstances has been adduced. The Tribunal is therefore not satisfied that undue hardship has been established, and the rent will take effect from the date specified in the notice, namely 20 April 2026.

Decision

24. Therefore, the Tribunal determines the market rent at £1,100 per calendar month with effect from 20 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.