

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/22UH/MNR/2026/0054
Property	89 The Square, Loughton, Essex, IG10 3FE
Tenant	Sandra Cepaityte
Tenant's Representative	
Landlord	Windyridge Properties Ltd
Landlord's Address	
Landlord's Representative	Edward Taub & Company
Date of Application	10 April 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	£2,000 per calendar month
Date the new rent takes effect	12 April 2026

REASONS FOR THE DECISION

Background

1. On 12 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,000 per calendar month (pcm) in place of the existing rent of £1,900 pcm to take effect from 12 April 2026.
2. On 10 April 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 tenancy commenced on 12 February 2025 for a term of 12 months. The rental period is monthly.

Jurisdiction

4. The Tribunal has seen an email from the Landlord's agents dated 15 April 2026, in which the Landlord purported to withdraw the proposed rent increase. The Tribunal has considered that correspondence. However, the Tenant had already referred the Landlord's notice to the Tribunal on 10 April 2026, before the date specified in the notice as the date from which the proposed new rent was to take effect. The Tribunal is therefore satisfied that the referral was validly made under section 13(4)(a) of the Housing Act 1988. The Landlord's subsequent withdrawal of the proposed increase does not deprive the Tribunal of jurisdiction to determine the rent under section 14 of the 1988 Act.
5. The Tribunal has also considered the Tenant's email dated 16 April 2026, in which she confirmed that she did not wish to withdraw her application and requested that the Tribunal proceed to determine the rent. The Tribunal is satisfied that there was no agreement between the parties that the rent should not be varied. Accordingly, the Tribunal proceeds to determine the rent payable for the Property pursuant to section 14 of the Housing Act 1988.

Allocation of Repairs between Landlord and Tenant.

6. 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.

7. None

Liability for Council Tax

8. 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.

9. None

Inspection/Hearing

10. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

11. The Property is a semi-detached house situated on a new housing development, close to local amenities and to Loughton and Debden underground stations, providing excellent train links into the centre of London. It provides two bedrooms, a living room, a kitchen, two bathrooms, one of which the Tenant described as a downstairs toilet, a rear garden and an allocated parking space in front of the house.

Evidence

The Tenant.

12. In relation to rental evidence, the Tenant relied upon screenshots from the property portal "Rightmove" showing asking rents for properties said to be comparable to the Property, ranging from £1,500 to £1,875 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 was also 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.

The Landlord

13. The Landlord produced no evidence.

Determination and Valuation

14. Having regard to the Property's location on a modern housing development, its accommodation, the availability of two bathrooms, parking and a garden, and its proximity to transport links into central London, 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 £2,000 per calendar month. The Tribunal has also relied on its own specialist knowledge and experience of rental values in the area, including that flats without outside space on the same development are being let in the region of £2,000 per calendar month.
15. No adjustment is required because there was no evidence of improvements carried out by the Tenant to be disregarded, disrepair, lack of services, furniture, or any other matter requiring a deduction from the market rent.

Undue hardship

16. 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.
17. The Tenant stated in her application that the rent increase would not cause undue hardship. The Tribunal therefore makes no adjustment to the effective date on that basis.

Decision

18. Therefore, the Tribunal determines the market rent at £2,000 per calendar month with effect from 12 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.