



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : LON/00AL/MNR/2026/0218

Property : Flat 37 Hancock House,
20 Love Lane
Woolwich
London SE18 6GU

Applicant : Chee Yiu Matthew Richard Tsui
(Tenant)

Representative : None

Respondent : Alastair Poole (Landlord)

Representative : Mann Countrywide (Agent)

Date of Application : None

Type of Application : Determination of a Market Rent
sections 13 &14 Housing Act 1988

Tribunal Members : Neil Martindale FRICS
Adam Spielman

Date of Decision : 26 June 2026

Rent Determined : £1950 per calendar month

Date of new rent start : 23 April 2026

REASONS FOR DECISION

Background

- 1 A landlord's notice dated 16 February 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £1950 per calendar

month in place of the passing rent of £1900 per calendar month to take effect from 23 April 2026.

2 At a date, prior to the effective date, under S.13(4)(a) Housing Act 1988 the tenant referred the landlord's notice proposing a new rent, to the Tribunal for determination.

3 The assured tenancy is now monthly periodic.

Allocation of Repairs between Landlord and Tenant

4 As per S.11 Landlord and tenant Act 1985.

Landlord's Service Charges and Furniture provided and costs.

5 No information on white goods, floor finishes, curtains. Furniture included: 4 chairs plus table, 1 sofa, 2 beds (1 mattress unuseable), 3 coffee tables, 2 nightstands, 1 cupboard for clothes. Other items were later said to have been left at the Property by the landlord, after lease grant.

Liability for Council Tax

6 Tenant.

Other relevant terms of tenancy

7 None

Inspection and Hearing

8 An inspection is not routinely carried out. The Tribunal is content that it has sufficient information on the Property, its condition and on comparables, from a combination of the written and any photographic representations received and from its own knowledge and specialist expertise.

Property

9 There was no inspection. The Property appears to be modern flat constructed c.2010. It is within a 13 level, purpose built block, on the top floor with balcony access. The Property has 2 bedrooms, living room/ kitchen, bathroom WC set on 1 level. There are communal internal access areas for these flats in each part of the Building, each served by communal stairs and hallways and lift, with small communal external areas and access. There are on street parking restrictions. Access is off Love Lane, LB Greenwich, near other mainly very modern purpose built housing blocks. These are generally set at this or lower levels. The flat enjoys panoramic views. (Google Streetview November 2019).

- 10 The Property appears to be of modern framed construction with steel and glass finishes and what appears to be a main flat roof above. It seems to be in good condition. Glazing is double; heating is central.

Evidence

- 11 The Tribunal received completed Form 1 and 1b from the tenant. Form 1a from the landlord was received. The Tribunal is grateful for such information as was provided by one or both of the parties.

Tenant

- 12 The tenant referred to a brief history of his residence at the Property over a number of years. Past rent increases had been small if any owing to re-cladding work at the Property. The landlord had left additional but unwanted furniture at the Property after grant, using up valuable accommodation space.
- 13 The tenant included some photographs being internal views within the Property especially of historic minor defects. The tenant provided some information on accommodation and rents for similar flats including reference to a neighbour on a lower floor with a rent of £1600 pcm for a similar 2 bedroom flat.

Landlord

- 14 The Tribunal received lengthy representations from the landlord in Form 1a. These included their reference to a history of the letting here and earlier negotiated settlements in view of the nearby works affecting the flat. He emphasised the panoramic views. The increase was modest.
- 15 He referred to the two Mann Countrywide reports on local rents of 16 February 2026 and 18 May 2026 which supported the new rent or even something in excess of the £1950 pcm now sought. The representations referred to the standard inspection report of the Property prepared by the agent.

Law

- 16 In accordance with the terms of S.14 of the Act we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; but assuming that the Property to be in a reasonable internal decorative condition.

Valuation

- 17 From the tenants and landlords representations there is evidence of a very modest rent increase from the passing rent. From the Tribunal's own general knowledge of market rent levels in the London Borough of Greenwich it determines that the subject Property would let on normal Assured Shorthold Tenancy (AST) terms, for £1,950 pcm, fully fitted and in good order. This is the rent we would expect the Property to let for in the open market if it was in the same condition as comparable properties including landlord's white goods carpets and curtains.
- 18 From the representations made, the Tribunal found that while there had been minor disrepair, it was not significant and persistent enough, sufficient to justify any end allowance to the headline rent. For this reason the Tribunal makes no deduction from the starting rent of £1950 pcm.

Undue Hardship

- 19 Allowance for hardship from this increase in the rent was sought by the tenant in their application. However they provided no significant evidence in support of their claim. No change to the effective date of the increase was made by the Tribunal.

Decision and effective start date

- 20 The starting date of the new rent of £1950 pcm is from and including 23 April 2026.
- 21 Although the landlord is not obliged to charge this rent and may charge a significantly lower rent as a result of their own choice, policy, or governmental regulation; they may not charge more than this figure. Otherwise any further reduction in this figure on what is levied, is a matter between the parties, only.

Chairman N Martindale FRICS

Date 26 June 2026

Rights of appeal

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 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 decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).