



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference	LON/00BG/MNR/2026/0349
Property	44 Capstan Square, London, E14 3EU,
Tenant	Shanice Paul
Tenant's Representative	In Person
Landlord	Capstan 8 Ltd T/A Vitapoint Properties
Landlord's Address	Suite 6 Beaufort Court, Admirals Way, E14 9XL
Landlord's Representative	Adam Woo
Date of Application	14 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr A Harris LLM FRICS Mr M Lynch
Date of Decision	20 July 2026
Rent Determined	£1050.00
Date the new rent takes effect	11 June 2026

REASONS FOR THE DECISION

Background

1. On 28 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1086.00 per calendar month (pcm) in place of the existing rent of £988.00 pcm to take effect from 11 June 2026.
2. On 14 May 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 August 2024 for a term of 12 Months. The rental period is monthly on the 11th of the month.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

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. The property is a furnished room in a flat share.
6. The rent included all bills.

Liability for Council Tax

7. The Landlord is responsible for the payment of Council Tax in respect of the Property. The rent determined is inclusive of Council Tax.

Inspection/Hearing

8. 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

9. The Tribunal did not inspect. The room is on the front of the property overlooking the garden and is a single room with shared facilities.

Evidence

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

The Tenant.

11. The Tenant made the following comments:

- a) There was some dampness and mould growth supported by photographs.

12. In terms of rental evidence, the Tenant had provided no comparables

The Landlord

13. The following comparables were provided by the Landlord:

The landlord provided six comparables some of which don't include bills.

a)	Indecon Sq	£	1,170	pcm	house share		
	Mellish St	£	1,163				
	Mreidian Place	£	1,175		large double room		
	strattondale St	£	1,250		all bills included	furnished	
	Lancaster Drive	£	1,500		double room	furnished	
	Baltimore Wharf	£	1,278			furnished	
	Manchester Rd	£	1,350		double room in 2 bed 2 bath flat		
	East Ferry Rd	£	1,100		double ensuite room all bills included in 5 bed house		

Determination and Valuation

14. The Tribunal considers the comparables provided by the Landlord are supportive of the rent proposed although some are clearly better in terms of size or amenities.
15. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1080.00 pcm. This is the rent we would expect the property to let for

in the open market if it was in the same general condition as the comparable properties

16. From this level of rent, the Tribunal has made adjustments in relation to the following:

- a) Dampness and mould

The full valuation is shown below:

Starting Rent	<u>£1080</u> pcm
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Less

- | | |
|-------------------------------|-----|
| a) Items given under a) above | £30 |
|-------------------------------|-----|

Market rent	£1050 pcm
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Undue hardship

17. 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.
18. The Tenant has asked the Tribunal to fix a later starting date in this case but provided no supporting evidence.

The Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and accordingly sets the starting date for the new rent as 11 June 2026.

Decision

19. Therefore, the Tribunal determines the market rent at £1050.00 per calendar month with effect from 11 June 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.