

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BH/MNR/2026/0167
Property	Flat 4, 9 Selwyn Avenue, London E4 9LP.
Tenant	Wayson Hinds (Ali)
Tenant's Representative	In person.
Landlord	Eurocert (Selwyn 9) Limited.
Landlord's Address	91 Fairhurst Road London N16 5EP.
Landlord's Representative	Daisy Miller – Fine Homes Estate Ltd.
Date of Application	11 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge Hamilton-Farey LLB FRICS. William Gibbs.
Date of Decision	1 June 2026
Rent Determined	£1,000 per calendar month.
Date the new rent takes effect	1 June 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 £1000 per calendar month in place of the existing rent of £600 per calendar month to take effect from 27 March 2026.
2. On 11 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 tenancy commenced prior to October 2025 for a term of 12 months. The rental period is monthly. The tenant says that the tenancy was by word of mouth with a previous landlord, and the current landlord took over the tenancy in October/November 2025. There does not appear to be a tenancy agreement, and therefore the Tribunal accepts the tenant's evidence that a hob/oven and small fridge have been supplied by the landlord.

Allocation of Repairs between Landlord and Tenant.

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

Liability for Council Tax

5. 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.

6. None.

Inspection/Hearing

7. 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

8. Neither party requested an inspection, but from the photographs provided by the tenant, the property appears to comprise a studio room with kitchenette and shower/w.c.

Evidence

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

The Tenant.

10. The Tenant made the following comments:
- a) That he does not agree with the proposed rent and suggests that £700 per month would be reasonable.
 - b) That the previous landlord had not cared for the property, but that the current landlord was carrying out works inside the house to improve living standards.
11. In terms of rental evidence, the Tenant had provided none.

The Landlord

- a) The landlord relied on figures for the Local Housing Allowance at £230.14 per week to support the proposed rent. Although the Tribunal acknowledges that the LHA may be lower than actual market rents in the area, because it is based on an average of rental values.

Determination and Valuation

12. The Tribunal without any evidence from the Tenant, preferred that of the landlord. Although as noted above the LHA figures are averages of rentals in the general area, the landlord's figures, support the rent increase on the S.13 Notice. In the circumstances, the Tribunal agrees with the Landlord's figure and confirms the rent at £1000.00 per calendar month.

Market rent

£1000 pcm

Undue hardship

13. 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.
14. The Tenant has asked the Tribunal to fix a later starting date in this case due to the hardship that would be felt if the rent were backdated to the date on the Notice of Increase.
15. The Landlord did not respond.
16. The Tribunal considers that the commencement date for the new rent should be the date of this determination, 1 June 2026, because although the tenant does not appear to have had a rent increase for some time, a doubling of the rent would be unaffordable for the tenant if imposed from March 2026.

Decision

17. Therefore, the Tribunal determines the market rent at £1000 per calendar month with effect from 1 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.