

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AA/MNR/2026/0238
Property	110 Guinness Court, Mansell Street, London, E1 8AQ
Tenant	Ms S Begum
Tenant's Representative	
Landlord	The Guinness Partnership Limited
Landlord's Address	Bower House, 1 Stable Street, Oldham, OL9 7LH
Landlord's Representative	
Date of Application	05 April 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr A Parkinson MRICS Ms S Allen
Date of Decision	05 June 2026
Rent Determined	£382.50 per week
Date the new rent takes effect	06 April 2026

REASONS FOR THE DECISION

Background

1. On 23 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £382.70 per week in place of the existing rent of £365.17 per week to take effect from 6 April 2026.
2. On 5 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 30 March 2015 for an initial term of twelve months. The rental period is weekly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.
5. The Tenant is responsible for some internal repairs and internal decoration.

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

6. No service charge is payable and the property is unfurnished.

Liability for Council Tax

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

Inspection/Hearing

8. Neither party requested an oral hearing or inspection. 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 Property is a two bedroom fifth floor flat, comprising a sitting room, kitchen, bathroom and two bedrooms

Outside: Balcony

The Property benefits from gas central heating and double glazing

The Property is centrally located with good transport links.

Evidence

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

The Tenant.

11. The Tenant made the following comments:

- a) The property forms part of a development comprising approximately 250 flats. The overwhelming majority of those properties are let on social rent terms. I understand that, following the introduction of market-rent tenancy models within the social housing sector, the Respondent adopted that model for only a very limited number of properties within the development, comprising approximately five flats, including my own.
- b) My property forms part of that small group of substantially identical properties originally let at market-rent levels at approximately the same time. My tenancy is an assured tenancy. The comparable properties upon which I rely are also assured tenancies granted by the Respondent. I submit that this increases the relevance of those comparables, as they concern substantially identical properties within the same development, let by the same landlord under the same tenancy type.
- c) While the Respondent continues to operate a limited number of market-rent assured tenancies within the development, I submit that the evidence demonstrates that substantially identical properties are being let on equivalent assured tenancy terms at significantly lower rent levels than the rent proposed for my property. I rely in particular upon evidence of a substantially identical property within the same development, on the same floor and with the same floor plan, which was advertised and let by the Respondent in 2022 at a rent approximately £105 per week lower than the proposed rent for my property.

- d) In addition to the documentary evidence exhibited, I have personal knowledge of other substantially identical properties within the development being let by the Respondent at rent levels materially below the rent proposed for my property.
 - e) In relation to hardship the Tenant states that she is a single parent on benefits.
12. In terms of rental evidence, the Tenant provided a screen shot of a similar flat which she referred to in paragraph 11 c) which was offered by the Landlord for bids at £175 per week with a £15 service charge per week. This was listed in March 2022.

The Landlord

13. The Landlord made the following comments:
- a) The initial rent agreed in the signed Tenancy Agreement was set in line with the Regulator of Social Housing's Rent Standard. In accordance with Affordable Rent Housing paragraph 3.11, when setting the initial rent, the maximum weekly gross rent is the higher of 80% of the weekly gross market rent for the accommodation or the social rent applicable to the property. The Tenancy Agreement clearly outlines that rent is subject to annual increases. The proposed rent increase has been applied in accordance with the Regulator of Social Housing's Rent Standard, specifically Affordable Rent Housing paragraph 3.13, which states that the weekly gross rent of an existing affordable rent tenant may only be increased by up to CPI plus 1% per annum.
 - b) The tenant has advised they are a single parent on benefits however the rent for the property is less than the Local Housing Allowance (LHA) rate for a two-bedroom property in the tenant's area. The current LHA rate for a two-bedroom property is £412.86 per week, and the tenant's 26/27 rent increase does not exceed this level.

Determination and Valuation

14. The Tribunal does not consider that the comparable evidence provided by the Tenant is suitable evidence which can be relied on by the Tribunal. This is because it is a housing association rental property that was offered for bids in March 2022.
15. Relying on its own expert, general knowledge of rental values in the area the Tribunal considers that the market rental of the subject Property modernised and

in good order would be in the order of £450 per week. This is the rent we would expect the property to let for in the open market in good tenable condition.

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

- a) Lease terms and Tenant repairing obligations including internal decorations.
- b) Tenant carpets and unfurnished.

The valuation is shown below:

Starting Rent			<u>£450</u> per week
<u>Less</u>			
a)	Items given under a) above	Total	
b)	Items given under b) above	15%	<u>£67.50</u>
Market rent			£382.50 per week

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 as she is a single parent on benefits.
- 19. The Landlord replied that the rent is less than the Local Housing Allowance (LHA) rate for a two-bedroom property in the tenant's area.
- 20. The Tribunal considers that the rent increase from the date in the Landlord's Notice would not cause undue hardship and accordingly sets the starting date for the new rent as 6 April 2026.

Decision

- 21. Therefore, the Tribunal determines the market rent at £382.50 per week with effect from 6 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.