

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/43UK/MNR/2026/0086
Property	Flat 18 Bracken Court, 133 Croydon Road, Caterham, Surrey, CR3 6FB
Tenant	Mr Nubakheru Senbienmaa (formerly Mr David Owusu-Akyeaw)
Tenant's Representative	N/A, previously Advocate RCJ
Landlord	The Guinness Partnership Limited
Landlord's Address	3 Oswald Building, 374 Queenstown Road, London, SW11 8NU
Landlord's Representative	N/A
Date of Application	21 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Ms S Allen Mr D Jagger MRICS
Date of Decision	24 July 2026
Rent Determined	£217.96 per week
Date the new rent takes effect	6 April 2026

Decision of the tribunal

- (1). The tribunal determines that the rent at which the property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy is £1,050.00 per calendar month, equivalent to £242.31 per week.
- (2). As that open market rent exceeds the rent of £217.96 per week proposed by the landlord in its notice, and the landlord does not seek to charge more than the rent in its notice, the rent under the tenancy is determined at £217.96 per week with effect from 6 April 2026.
- (3). The tribunal makes the determinations as set out under the various headings in this decision.

The application

1. The applicant seeks a determination pursuant to sections 13 and 14 of the Housing Act 1988 following the service of a notice by the landlord dated 23 February 2026 proposing a new rent of £217.96 per week, in place of the existing rent of £207.98 per week, to take effect from 6 April 2026.
2. On 21 March 2026 the tribunal received the application referring the landlord's notice to the tribunal under section 13 of the Act.
3. The respondent filed a reply (form Rents 1A) dated 28 May 2026. The applicant filed a reply (form MR3) dated 26 June 2026.
4. Neither party requested an inspection of the property or an oral hearing. The tribunal accordingly determined the matter without an inspection and without a hearing, on the basis of the written representations and the documents in the bundle, on 24 July 2026.

Background

5. The property is a third-floor one-bedroom flat comprising one bedroom, a living room, a kitchen and a bathroom/WC. It has the benefit of double glazing, central heating, a balcony and private parking.
6. The property is let by The Guinness Partnership Limited on an assured shorthold tenancy (a six-year fixed-term "affordable rent" tenancy) which commenced on 28 May 2018 and which has continued as a weekly periodic tenancy. The rent is payable weekly. The initial net rent recorded in the tenancy agreement in 2018 was £168.00 per week.
7. The rent does not include any council tax, water charges, utility charges or service charges.
8. The property is unfurnished. The tenant has provided the floor coverings, curtains and white goods. The landlord is responsible for the structure and exterior and for the majority of internal repairs, together with the installations for heating, water and sanitation.

9. The applicant is Mr Nubakheru Senbienmaa. The tenancy agreement was originally signed in the name of Mr David Owusu-Akyeaw; the bundle contains a change of name deed by which he adopted the name Mr Nubakheru Senbienmaa. The application named Advocate RCJ Solicitors as the applicant's representative, but the tribunal was subsequently informed that those solicitors were not in fact acting, and the applicant has therefore been treated as acting in person.

The applicant's case

10. The tenant highlights a decline in the local area (the closure of banks and shops, the prevalence of charity shops and increasing crime), anti-social behaviour and hate crime on the part of other tenants, health and safety concerns and a lack of support from the landlord. He considers that the rent he should pay is £700 per month. In support he relies on a HomeSwapper listing for a two-bedroom semi-detached Guinness Partnership house in Godstone advertised at £729 per month and asserts that his own home is only a one-bedroom flat. He states that the increase would cause him hardship, as he is attending foodbanks and has limited capability for work while recovering from chronic illness.

The respondent's case

11. The respondent confirms that it served the section 13 notice. It states that the rent is payable weekly and that no service charges are payable. It does not agree the applicant's proposed rent and wishes to charge the rent of £217.96 per week set out in its notice. It relies upon the Regulator of Social Housing's Rent Standard and its rent-setting policy for affordable rent (the higher of 80% of gross market rent or the applicable social rent, with annual increases limited to CPI plus 1%). It further relies upon evidence that the Local Housing Allowance rate for a one-bedroom property in the Outer South London Broad Rental Market Area is £218.63 per week, which exceeds the proposed rent.

Evidence

12. No directly comparable open market lettings were provided by either party. The HomeSwapper listing relied on by the applicant relates to a proposed mutual exchange of another social housing property and is not evidence of an open market rent. The respondent's evidence went to its rent-setting policy and to the Local Housing Allowance, rather than to the open market rental value of the property. The tribunal has therefore relied upon the knowledge and experience of its members in assessing the open market rent.

The law

13. The tribunal must first be satisfied that the landlord's notice under section 13(2) satisfied the requirements of that section and was validly served.

14. Section 14 of the Housing Act 1988 requires the tribunal to determine the rent at which it considers the property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy on the terms set out in section 14(1).
15. In doing so the tribunal is required by section 14(1) and (2) to disregard any effect on rent attributable to the granting of a tenancy to a sitting tenant, any increase in value attributable to a relevant tenant's improvement, and any reduction in value attributable to a failure by the tenant to comply with the terms of the tenancy.
16. Under this jurisdiction the tribunal determines only the rent payable and not the payability or reasonableness of any service charge. The tribunal is not entitled to have regard to the financial circumstances of either party, save in relation to the effective date under section 14(7).

Validity of the notice

17. The notice of increase is in the prescribed form, is dated 23 February 2026 and specifies a new rent to take effect on 6 April 2026, being the first day of a period of the weekly tenancy and a date falling after the minimum period of notice required by section 13(2). The applicant's objections concerning the condition of the area, anti-social behaviour, the state of repair and the level of support provided do not bear on the validity of the notice, although the tribunal has taken the condition of the property into account in its valuation below. The tribunal is satisfied that the notice complies with section 13(2) and was validly served.

Valuation

18. In coming to its decision the tribunal had regard to the representations of the parties. The matters the tribunal is required to take into account are set out in section 14 of the Act, as summarised above.
19. The tribunal considered that, in good and fully modernised condition and let on the open market, the property would command a rent of £1,200.00 per calendar month. However, having regard to the terms and conditions of the tenancy, the fact that the tenant provides the carpets, curtains and white goods and in particular the dated condition of the kitchen and bathroom (the bathroom showing evidence of mould and water damage), the tribunal applied a deduction of £150.00 per calendar month. The open market rent for the property is accordingly assessed at £1,050.00 per calendar month, equivalent to £242.31 per week.
20. The open market rent so assessed (£242.31 per week) exceeds both the current rent (£207.98 per week) and the rent of £217.96 per week proposed by the landlord in its notice. It is often the case that market rents are in excess of those charged by social landlords, whose remit is to provide affordable housing and whose rents are calculated by reference to a percentage of market rent or an index

rather than the open market. In accordance with the usual convention of social landlords, the landlord does not seek to charge more than the rent proposed in its notice. The tribunal accordingly determines the rent under the tenancy at £217.96 per week.

Effective date

21. Under section 14(7) of the Housing Act 1988 the rent determined takes effect from the beginning of the new period specified in the notice, namely 6 April 2026, unless it appears to the tribunal that this would cause undue hardship to the tenant, in which case the tribunal may direct a later date not later than the date of the determination.
22. The applicant raised hardship, referring to his use of foodbanks and his limited capability for work while recovering from chronic illness. The tribunal has considered this. The rent determined (£217.96 per week) is below the Local Housing Allowance rate for a one-bedroom property in the area (£218.63 per week) and is therefore capable of being met in full through housing benefit or the housing costs element of universal credit. In those circumstances the tribunal does not consider that payment of the determined rent from 6 April 2026 would cause the tenant undue hardship, and there is no basis to postpone the effective date. The rent of £217.96 per week therefore takes effect from 6 April 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 a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

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).

THE LEGISLATION

Housing Act 1988

s.13 — Increases of rent under assured periodic tenancies.

(1) This section applies to—

(a) a statutory periodic tenancy other than one which, by virtue of paragraph 11 or paragraph 12 in Part I of Schedule 1 to this Act, cannot for the time being be an assured tenancy; and

(b) any other periodic tenancy which is an assured tenancy, other than one in relation to which there is a provision, for the time being binding on the tenant, under which the rent for a particular period of the tenancy will or may be greater than the rent for an earlier period.

(2) For the purpose of securing an increase in the rent under a tenancy to which this section applies, the landlord may serve on the tenant a notice in the prescribed form proposing a new rent to take effect at the beginning of a new period of the tenancy specified in the notice, being a period beginning not earlier than—

(a) the minimum period after the date of the service of the notice; and

(b) except in the case of a statutory periodic tenancy, (i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the first period of the tenancy began; (ii) in any other case, on the date that falls 52 weeks after the date on which the first period of the tenancy began; and

(c) if the rent under the tenancy has previously been increased by virtue of a notice under this subsection or a determination under section 14 below, (i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the increased rent took effect; (ii) in any other case, the appropriate date.

(3) The minimum period referred to in subsection (2) above is—

(a) in the case of a yearly tenancy, six months;

(b) in the case of a tenancy where the period is less than a month, one month; and

(c) in any other case, a period equal to the period of the tenancy.

(3A) The appropriate date referred to in subsection (2)(c)(ii) above is—

(a) in a case to which subsection (3B) below applies, the date that falls 53 weeks after the date on which the increased rent took effect;

(b) in any other case, the date that falls 52 weeks after the date on which the increased rent took effect.

(3B) This subsection applies where—

(a) the rent under the tenancy has been increased by virtue of a notice under this section or a determination under section 14 below on at least one occasion after the coming into force of the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003; and

(b) the fifty-third week after the date on which the last such increase took effect begins more than six days before the anniversary of the date on which the first such increase took effect.

(4) Where a notice is served under subsection (2) above, a new rent specified in the notice shall take effect as mentioned in the notice unless, before the beginning of the new period specified in the notice,—

(a) the tenant by an application in the prescribed form refers the notice to the appropriate tribunal; or

(b) the landlord and the tenant agree on a variation of the rent which is different from that proposed in the notice or agree that the rent should not be varied.

(5) Nothing in this section (or in section 14 below) affects the right of the landlord and the tenant under an assured tenancy to vary by agreement any term of the tenancy (including a term relating to rent).

s.14 — Determination of rent by tribunal.

(1) Where, under subsection (4)(a) of section 13 above, a tenant refers to the appropriate tribunal a notice under subsection (2) of that section, the appropriate tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the appropriate tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy—

(a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;

(b) which begins at the beginning of the new period specified in the notice;

(c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and

(d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.

(2) In making a determination under this section, there shall be disregarded—

(a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;

(b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and

(c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.

(3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates or the following conditions are satisfied, namely—

(a) that it was carried out not more than twenty-one years before the date of service of the notice; and

(b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and

(c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.

(3A) In making a determination under this section in any case where under Part I of the Local Government Finance Act 1992 the landlord or a superior landlord is liable to pay council tax in respect of a hereditament ("the relevant hereditament") of which the dwelling-house forms part, the appropriate tribunal shall have regard to the amount of council tax which, as at the date on which the notice under section 13(2) above was served, was set by the billing authority (a) for the financial year in which that notice was served, and (b) for the category of dwellings within which the relevant hereditament fell on that date, but any discount or other reduction affecting the amount of council tax payable shall be disregarded.

(3B) In subsection (3A) above— (a) "hereditament" means a dwelling within the meaning of Part I of the Local Government Finance Act 1992, (b) "billing authority" has the same meaning as in that Part of that Act, and (c) "category of dwellings" has the same meaning as in section 30(1) and (2) of that Act.

(4) In this section "rent" does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture, in respect of council tax or for any of the matters referred to in subsection (1)(a) of that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements.

(5) Where any rates in respect of the dwelling-house concerned are borne by the landlord or a superior landlord, the appropriate tribunal shall make their determination under this section as if the rates were not so borne.

(6) In any case where— (a) the appropriate tribunal have before them at the same time the reference of a notice under section 6(2) above relating to a tenancy (in this subsection referred to as "the section 6 reference") and the reference of a notice under section 13(2) above relating to the same tenancy (in this subsection referred to as "the section 13 reference"), and (b) the date specified in the notice under section 6(2) above is not later than the first day of the new period specified in the notice under section 13(2) above, and (c) the appropriate tribunal propose to hear the two references together, the appropriate tribunal shall make a determination in relation to the section 6 reference before making their determination in relation to the section 13 reference and, accordingly, in such a case the reference in subsection (1)(c) above to the terms

of the tenancy to which the notice relates shall be construed as a reference to those terms as varied by virtue of the determination made in relation to the section 6 reference.

(7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal (subject, in a case where subsection (5) above applies, to the addition of the appropriate amount in respect of rates) shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the committee may direct.

(8) Nothing in this section requires the appropriate tribunal to continue with their determination of a rent for a dwelling-house if the landlord and tenant give notice in writing that they no longer require such a determination or if the tenancy has come to an end.

(9) This section shall apply in relation to an assured shorthold tenancy as if in subsection (1) the reference to an assured tenancy were a reference to an assured shorthold assured tenancy.