

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AF/MRA/2026/0055
Property	12a Cranley Parade, London, SE9 4DZ.
Tenant	Aaron Lincoln
Tenant's Representative	N/A
Landlord	Beaconsfield and Cranley Parade Limited
Landlord's Address	60 Welbeck Street, London, W1G 9XB
Landlord's Representative	HCGB Services Limited
Date of Application	27 June 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr A Parkinson MRICS Ms A Onigbode
Date of Decision	31 July 2026
Rent Determined	£1,150 per calendar month
Date the new rent takes effect	2 August 2026

REASONS FOR THE DECISION

Background

1. On 21 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,220 per calendar month (pcm) in place of the existing rent of £1,050 pcm to take effect from 2 August 2026.
2. On 27 June 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 original tenancy commenced on 2 June 2025 for an initial term of twelve months. The rental period is monthly.

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. There are no service charges for which the Tenant is responsible. The Property is unfurnished.

Liability for Council Tax

6. 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

7. 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. The Property is a first floor flat, comprising a sitting room, kitchen, bathroom and one bedroom

The Property is situated in SE9 with good access to local shops and amenities.

Evidence

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

The Tenant.

10. The Tenant made the following comments:

- a) I think the notice is legally valid.
- b) The property is in disrepair with rotting carpet in the living room, hallway and bedroom, mouldy and dishevelled lino in the kitchen and bathroom. Has a gas cooker and single glazing.
- c) I think the rent should be £1,100 per month which is similar to other studio apartments in the area with disrepair.
- d) A rent increase will cause hardship because I currently suffer significantly due to disability and on benefits and cannot work. Having to pay the extra amount would lead to significant hardship.
- e) The property is in considerable disrepair and since moved in the problems have never been resolved. I may argue that no rent increase should be due, as the issues promised to be fixed have never happened also the landlord representative is quoting properties in higher priced locations such as Eltham High Street and Falconswood which are not comparable with the current residence.
- f) The landlord is even advertising flats on the same road similar sized, finished to a higher specification for a lower price of 1,195 as per the pictures given and only one provided was advertised as studio, this price increase is far too high at 16% and even most of Europe is capped at 8% this is a pure act of greed in the current market and the tenant would struggle to find another flat due to his disability and this price increase would increase hardship on the tenant considerably. the landlord has also not even mentioned the repairs which need to be done and seems to be making up figures as the apartment is no more than 316 sq ft not over 400.

11. In terms of rental evidence, the Tenant provided screen shots of five Zoopla property listings with asking rents ranging from £900 pcm to £1,195 pcm. The listings included studio flats in postcodes including SE23, SE9, BR3 and BR1. One of the listings was for a Property in Cranley Parade with an asking rent of £1,195 pcm.

The Landlord

12. The Landlord's representative made the following comments:

- a) The property is a one bedroom apartment of 416 sq ft with separate living room, kitchen and bathroom. The tenant's comparable evidence are mainly studio apartments which are not comparable.
 - b) Studio apartments differ significantly from one bedroom properties in terms of size, layout, amenity and market value and as such they do not provide an appropriate basis for assessing market rent.
 - c) The (landlord) proposed rent is in line with current rental values for comparable one bedroom properties in the area.
13. The Landlord's Representative provided screenshots of Right Move property listings for one bedroom flats. These included three flats in SE9 with asking rents of £1,300, £1,250 and £1,450.

Determination and Valuation

14. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord and Tenant, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,300 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 comparable properties.
15. From this level of rent, the Tribunal has made adjustments in relation to the following:
- a) Single glazing
 - b) Condition – floor coverings
 - c) Unfurnished

Starting Rent	<u>£1,300</u> pcm
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Less

a) Items given under a), b) and c) above	<u>£150</u>
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Market rent	£1,150 pcm
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Undue hardship

16. 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.

17. As the date in the Landlord's notice is beyond the date of the Tribunal decision, the Tribunal does not have discretion to fix a later starting date in this instance.

Decision

18. Therefore the Tribunal determines the market rent at £1,150 per calendar month with effect from 2 August 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.