



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

Case Reference	LON/00AM/MNR/2026/0366
Property	67 Gibson Gardens, London, N16 7HD
Tenant	Sean Spurr
Tenant's Representative	None
Landlord	Brigid Corr
Landlord's Address	2, Spencer Parade, Northampton, NN1 5AA,
Landlord's Representative	None
Date of Application	19 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr D Jagger MRICS Mr W Gibbs
Date of Decision	12 August 2026
Rent Determined	£1,655 per calendar month
Date the new rent takes effect	1 July 2026

REASONS FOR THE DECISION

Background

1. On 20 April 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,780 per calendar month (pcm) in place of the existing rent of £1,520 pcm to take effect from 1 July 2026. This being an increase of £260 per month.
2. On 19 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 3 September 2018. The Tribunal were not provided with a copy of the agreement.

The Preliminary Issue

4. The First question for the Tribunal is **Does it have jurisdiction to consider the application**
5. The Tribunal prepared Directions on the 29 June 2026 to consider whether it had jurisdiction to consider this matter :

*The tribunal has considered the documents provided to it, and its preliminary view is that **it does not have jurisdiction to determine the rent**. This is because the parties agreed a rent increase in June 2025 to the current rent of £1,520.00, to be effective from 1 September 2025. The parties have supplied their correspondence where the rent was proposed and agreed by the tenant. The landlord considers that the landlord may not increase the rent until 52 weeks after the 1 September 2025, in accordance with the legislation. 3.*

The parties may make representations on jurisdiction and the following directions are made in this matter. Directions.

- a) *The applicant and respondent shall on or before 18 July 2026 make representations in relation to the tribunal's jurisdiction, copying the other side to the*

application. These representations will then be considered by a tribunal and a decision issued.

b) If, the parties do not provide representations, the tribunal will make a decision on the papers already received.

6. In his application the Tenant states the rent was last increased 1st September 2025 with notice given in person on 28th June 2025 and by email on 29th June 2025, therefore this proposed increase is within 52 weeks of the previous increase, therefore the S13 Notice is invalid.

7. In the Landlord's submissions it is stated that the rental adjustment implemented on 1st September 2025 (raising the rent from £1,450 to £1,520) was entirely an informal, mutual contractual variation finalised via an exchange of emails. • As demonstrated in Exhibit A (the complete Email Chain dated June/July 2025), the Respondent proposed the adjustment, and the Applicant provided explicit written consent, stating: "I'll pay this from September." •

7. No statutory Form 4 or Section 13 mechanism was served or utilized in 2025. Therefore, the current Form 4, issued on 20th April is valid.

DECISION OF THE PRELIMINARY ISSUE

8. The authority for the Tribunal in this case is the transitional period for the Renters' Rights Act which centered around the **1 May 2026** commencement date. The S13 Notice was served on the Tenant dated the **20 April 2026**. As these pre-dates the material date of the 1 May 2026, the previous legislation remains in place.

9. Prior to the Renters Rights Act came into force on the 1 May 2026, landlords and tenants could mutually agree to an informal rent increase (verbally, in writing or by conduct in paying the new rent) at any time, including within a 52-week window.

10. Under the new legislation, a rent cannot be increased informally, nor can you increase it within a 52 week period. Under the Renters Rights Act, all rent increases for private tenancies must go through the formal S13 process using form 4A, and increases are strictly limited to once every 52 weeks.

11 For these reasons, the Landlord's S13 Notice served on the 20 April 2026 is valid. It follows that the Tribunal does have jurisdiction in relation to the proceedings and will now consider the application.

Allocation of Repairs between Landlord and Tenant.

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

Services Charges or furniture provided by Landlord:

1. The property was let unfurnished.
2. No service charges payable by Tenant.

Liability for Council Tax

12. The Tenant is responsible for the payment of Council Tax in respect of the property.

Any other terms of the tenancy taken into consideration in determining the rent.

13. None

Inspection/Hearing

14. The parties did not request an inspection or a hearing. The Tribunal has therefore, considered this case on the basis of the submissions made by the parties, Rightmove, and its own knowledge and specialist expertise.

The Property

15 The property is a purpose built second floor flat forming part of a four storey Victorian block with communal access arrangements. The accommodation comprises, bedroom, living room, kitchen and bathroom. The flat has an EPC Rating of D which is average and a stated floor area of 40m². The property has basic electric storage heating, timber single glazed sash windows.

Outside: The property has brick elevations. The property is located close to local amenities and Stoke Newington station.

Evidence

9. The parties completed Rent Appeal Statements and provided comprehensive submissions including schedules of comparable evidence of recent lettings in the general area, photographs and floor plan.

The Tenant.

10. In the written evidence the Tenant made the following comments:

- a) The property is effectively a studio flat, based upon the very small floor area and no physical door provided to the bedroom. The Tribunal has considered this matter and based upon the floor plan considers the property to be a small one-bedroom flat.
- b) The single glazed sash windows are suffering from rot and are draughty.
- c) The kitchen and sanitary fittings are dated and damaged and the kitchen area is very small.
- d) The electric heating and immersion heater are very basic.
- e) A neighbour's flat was let at £1,480 per month. The Tribunal considers this anecdotal evidence and places minimal weight on it.
- f) The tenant has produced a list of comparable evidence ranging from £1400 pcm for a flat over a shop to £1, 750 for a one bedroom flat with a good specification.
- g) The Tribunal must consider the achieved rental values and not just the marketed online asking rent.
- h) The existing rent being paid is not a historic rental value but a current market rent.
- i) Based on this evidence, the tenant is of the opinion the new rental value should be £1,480 per month.

The Landlord.

11. The Landlord provided the following evidence.

- a) The landlord provided details of two one-bedroom flats to let in the same block with asking rents of £2,250 and £1,795 per month respectively. In the

Tribunal's opinion this large variation in asking rents is based upon specification, variation in floor area and achieved value.

- b) The electrical system has been upgraded and a new EICR certificate with upgrades to water heating and heating forthcoming.
- c) The property is located in a sought after area.

Determination and Valuation

12. The Tribunal wishes to thank the parties for their comprehensive submissions and comparable evidence which has been produced in a professional manner and greatly assisted the Tribunal in its determination.

13 Therefore, relying on its own expert, general knowledge of rental values in the Stoke Newington area together with the comparable evidence provided by the parties, the Tribunal considers that the market rental of the subject property in modernised and in good condition would be in the order of £1,780 per month. This is the rent we would expect the property to let for in the open market including having white goods, floor coverings and curtains provided by the landlord. This figure falls within the range of the comparable evidence provided by the parties most of which appear to be in refurbished condition.

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

- a) The single glazed sash windows are suffering from rot and are draughty.
- b) The kitchen and sanitary fittings are dated and damaged and the kitchen area is very small.
- c) The electric heating and immersion heater are very basic.

The Tribunal has considered very carefully this information and using its own expertise considers that a deduction of £125 should be applied in order to take account of the of the above matters. It should be noted that this figure cannot be a simple arithmetical calculation and is not based upon capital costs but is the Tribunal's estimate of the amount by which the rent would need to be reduced to attract a tenant.

The full valuation is shown below:

Starting Rent

£1,780 pm

Less

a) Items given under a)-c) above

£125

Market rent

£1,655 pm

Undue hardship

14 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.

15. The Tenant provided no evidence of hardship.

Decision

16. The Tribunal determines the market rent at **£1,655 per calendar month** with effect from the **1 July 2026** being the date of the Landlord's notice.

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.

