

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AZ/MNR/2026/0530
Property	2B Inchmery Road, Catford, London, SE6 2NE
Tenant	Great Kess Mowoe
Tenant's Representative	Sara Sánchez Lethem, Single Homeless Project
Landlord	Hexagon Housing Association
Landlord's Address	130-136 Sydenham Road, Sydenham, London, SE26 5JY
Date of Application	01 July 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr A Parkinson MRICS Mrs P Ogunfeibo
Date of Decision	28 August 2026
Rent Determined	£114.96 per week
Date of Valuation	28 August 2026
Date the new rent takes effect	6 September 2026

REASONS FOR THE DECISION

Background

1. On 06 June 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £114.96 per week in place of the existing rent of £109.69 per week to take effect from 06 July 2026
2. On 01 July 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy commenced on 6 May 2024. The rental period is weekly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid on the basis that the notice of increase was issued on 6 June 2026 and the rent increase date in the notice is 6 July 2026. The Tenant states that he should have received two months' notice but only received one month notice.
5. The Landlord has not commented on the notice period or validity of the notice within the landlord's reply form (MR2).
6. The one month notice does not invalidate the notice because the two month minimum notice currently only applies to the private rental sector. The new requirements of the Renters' Rights Act 2025 including the revised minimum rent increase notice period does not yet apply to registered providers of social housing such as Hexagon Housing Association as the Landlord in this case. Therefore the Tribunal does not consider the notice to be invalid on the basis of the notice period.

Allocation of Repairs between Landlord and Tenant.

7. 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.

8. Service charges are payable by the Tenant in addition to the weekly rent. The Landlord estimated weekly service charge for 2026/27 is £9.31 including £1.07

(15%) admin fee. The service charge relates to communal electricity and fire alarm systems. The rent determined is exclusive of service charges.

Liability for Council Tax

9. 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.

10. The property was let unfurnished.

Hearing

11. Neither party requested an oral hearing. The Tenant initially requested an inspection but a tribunal legal officer decided that an inspection was not necessary as the Tenant was able to submit photographic evidence of the property and the Landlord did not dispute the condition.
12. 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

13. The Property is a first floor flat with a shared garden and benefits from wooden flooring and central heating.

The Property is situated in Catford with good access to public transport and local shops and amenities.

Evidence

14. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant

15. The Tenant made the following comments:
 - a) The Tenant confirmed that they had provided the landlord's notice proposing the new rent, their tenancy agreement and screenshots of their student finance account setting out their student loan income.

- b) There is mould and damp in the property and the shower has not been working for two weeks.
 - c) I think the monthly rent should be £508.30 per month.
 - d) In terms of hardship I am a 23 year old student and rely solely on my student loan for all living expenses. If my rent were to increase significantly it would place me under severe financial strain.
16. The Tenant did not provide any comparable rental evidence to support their position.

The Landlord

17. The Landlord made the following comments:
- a) The rent is calculated according to prescribed formulas that are made clear when the tenancy agreements are laid out and temporary caps and repayment plans are always available as well as support in accessing third party support services.
 - b) The basis for the proposed rent increase is CPI (3.9%) + 1% in accordance with government rent standard guidance.
 - c) The outcomes the tenant seeks will be reached by receiving support rather than suppressing the rent temporarily/arbitrarily.
 - d) The condition issues reported by the tenant have been raised with the damp and mould team who will arrange an inspection.
18. The Landlord did not provide any comparable rental evidence.

Determination and Valuation

19. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.

20. Relying on its own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £300 per week. This is the rent we would expect the property to let for in the open market at the valuation date in good tenantable condition.
21. Even taking into account the issues experienced by the Tenant in relation to damp and mould the Landlord proposed rent is below the market rent for the subject property. Therefore the Tribunal sets the rent at £114.96 per week excluding service charges.

Undue hardship

22. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.
23. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because their student loan is their only source of income.
24. The Landlord stated that they are willing to discuss the hardship and refer the Tenant to third party support organisations if required.
25. The threshold for demonstrating undue hardship is high. The Tenant has produced limited evidence to support their submissions. On the basis of the evidence provided, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.
26. The Tribunal determines the new rent amount at **£114.96** per week with effect from **06 September 2026** which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

Decision

27. The Tribunal determines the new rent at the amount proposed by the Landlord of **£114.96** per week with effect from **6 September 2026** as this is lower than the open-market rent determined by the Tribunal.

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 after 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.