	FIRST - TIER TRIBUNAL **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AM/MNR/2026/0213**
Property	**105 Roding Road, Hackney, London E5 0DR**
Tenant	**Mai Vi Ferraro**
Tenant's Representative	**N/A**
Landlord	**Andrew John Harvey**
Landlord's Address	**37 Margate Road, Herne Bay CT6 7BJ**
Landlord's Representative	**N/A**
Date of Application	**14 April 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge A. Arul** **Patrick McGreal MRICS**
Date of Decision	**25 August 2026**
Rent Determined	**£3,600 per calendar month**
Date the new rent takes effect	**16 April 2026**

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REASONS FOR THE DECISION

Background

1. On 8 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £4,950 per calendar month (pcm) in place of the existing rent of £3,200 pcm, to take effect from 16 April 2026.

2. On 14 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 is said by the Tenant to have commenced on 1 March 2023 although the Landlord stated this to be 16 October 2024. The rental period is monthly. The Tribunal was not provided with a copy of a written agreement; it being the Tenant's case that one was provided but never signed by them.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985 (absent written terms).

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. None.

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.

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

7. None.

Inspection/Hearing

8. A hearing took place on 25 August 2026 via CVP. The Tenant attended the hearing, but the Landlord did not. The Tribunal case officer attempted to reach the Landlord by telephone but could not reach them. The Tenant made oral submissions at the hearing.

9. The Tribunal has considered this case on the basis of the papers provided by the parties, the oral submissions made at the hearing and its own knowledge and specialist expertise.

The Property

10. The Property is a mid-terraced house of traditional brick and tile construction offering the following accommodation:

    5 habitable rooms (currently used as 4 bedrooms, 1 living room), 1 kitchen, 1 bathroom, 1 first floor WC, 1 external WC.

    The Property benefits from gas heating, double glazing windows, carpet on second floor and hallway, floorboards throughout the ground floor and vinyl flooring in the kitchen, bathroom and WC. It is let unfurnished but with white goods supplied by the Landlord.

    The Property benefits from a small front garden and larger rear garden.

    The Property is situated in the Homerton area, which falls within the London Borough of Hackney. It appears to be situated about half a mile from Homerton overground railway station.

Evidence

11. The Tenant submitted an application form and the Landlord returned the Tribunal's Reply form. There was no further Reply from the Tenant.

The Tenant.

12. The Tenant made the following comments. The Tenant considers that the Property is a 3-bedroom house and that is the correct comparator. The Tenant gave the following information in her application as to the specification of the Property: Ground floor: Bedroom 1, standard size, around 99sqft or less; Living room, double bedroom size, around 99sqft or less. First Floor: Bedroom 2, master bedroom 110sqft average; Bedroom 3, standard size, around 99sqft or less; Bedroom 4, standard size, around 99sqft or less. The Tenant asserted that the Property was in poor condition particularly an *Acro prop* which was in the kitchen to support the floor of the bathroom above.

13. The Tenant relied on the previous decision of the Tribunal dated 20 October 2025 (under case number LON/00AM/MNR/2025/0799), which determined the market rent effective from 16 April 2025 as being £3,200 pcm. The Tribunal

at that time considered that the Property is a 3-bedroom house having been designed with two ground floor reception rooms. It did not therefore consider that 4-bedroom houses were the correct comparator.

14. The Tenant acknowledged in the hearing that the previous Tribunal decision determined the rent effective from 16 April 2025, therefore a new rent from 16 April 2026 was on the face of it 52 weeks later. The Tenant stated that she has since left the Property, on 17 June 2026, although the Landlord had asserted to her a later date. There was only one other tenant remaining, the other two of the four occupants having vacated in 2024 (or possibly 2025). The Tenant recognised that, in practical terms, the determination over market rent impacted them for the period 16 April 2026 to 17 June 2026 only. The Tenant informed us that the Property has been sold by the Landlord, and it was asserted that the advertisement noted it as having 3 bedrooms. There had been involvement of lawyers due to a dispute between the parties although the Tribunal did not take details of this as it considered this irrelevant to the matter of market rent.

15. The Tenant occupied the ground floor room, which is used as a bedroom and has been throughout her occupation. The Tenant denied that the *Acro props* in the kitchen were due to their disability but asserted that they were used to support the rotting lintel from a previous bathroom leak above. The Tenant said there was a bathroom above the kitchen, not a bedroom. In response to the question of why the rent should not change since 16 April 2025 despite inflation, the Tenant stated that there had been no improvements to the Property and that the condition was in fact worse. An example was that the outside toilet was 'crumbling'. The Tenant conceded that some ceiling repairs and plastering had been carried out by the Landlord but could not recall exactly when.

16. In answer to the question of whether the Property was suitable for the maximum 5 occupants referred to by the Landlord in their Reply, the Tenant said that there is only one bathroom and separate toilet upstairs and one kitchen. The Tribunal noted the Tenant's assertion that the external toilet was said to be in disrepair and that the toilet had not changed since the previous Tribunal's finding that it was of no use.

17. In terms of rental evidence, the Tenant provided no comparables with her application. In the hearing, the Tenant referred to number 107 Roding Road being marketed for let at £4,000 to £4,500 pcm. No other details were provided.

The Landlord.

18. The Landlord's Reply disagreed with the Tribunal's assessment of the rent for 16 April 2025. In particular, the Landlord considered that the Property should be

treated as having 4 bedrooms. The Landlord also highlighted that the Property is licensed for 5 occupants by the London Borough of Hackney.

19. There were no comparables provided by the Landlord.

Determination and Valuation

20. A preliminary point was raised by the Tenant that a Tribunal had determined the rent on 20 October 2025. However, the Tribunal noted that the decision determined the rent effective from 16 April 2025. It was permissible for the Landlord to serve a new notice increasing the rent after 16 April 2026 (i.e., after the passage of 12 months). The Tribunal has no jurisdiction to determine the validity of the notice *per se* as the application was made prior to 1 May 2026 when its jurisdiction was extended. However, such a determination was not necessary in the circumstances where the Tenant accepted that it had jurisdiction due to the passage of 12 months since the rent increase.

21. The Tribunal noted that that decision of 20 October 2025 was arrived at following an inspection of the Property. Insofar as it was necessary to make findings on the number or use of bedrooms, the use of the *Acro props*, or other matters, the Tribunal exercised caution in coming to any contrary view, albeit not bound by those findings.

22. There were no comparables provided by either side in the papers. The Applicant referred in the hearing to a nearby property on the same road, but no details were given. The Tribunal was told that the asking rent for that property was £4,000 or 4,500 pcm.

23. The Tribunal noted that the findings on 20 October 2025 were as follows: *"The tribunal notes that the average rent in Hackney for a 3-bedroom house according to the Home.co.uk report is £3,980 per month. The Tribunal has also considered its general knowledge of rents in Homerton and finds that had the property been in very good condition it would have attracted a rent of £4,000 per month. However, The Tribunal considers it necessary to make allowances for the defects set out above. It considers that these require a 20% reduction in rent. The Tribunal therefore finds that the market rent is £3,200 per month."*

24. The Tribunal considered that how the Property is used does not materially affect the underlying structure or useable floor space. Occupants will use a property differently, some might use 3 bedrooms and 2 living areas, others might use 4 bedrooms and 1 living area, others might have less bedrooms and have a study or leisure areas. It was therefore not necessary or possible to formally categorise the Property as 3-bedroom or 4-bedroom the critical point was that there were 5

useable rooms. Prospective renters would, in this Tribunal's view, consider the total useable space.

25. The Tribunal considered that the *Acro props* had no real relevance, it would not likely have a material impact on the rental value although it was a factor taken account by a Tribunal in determining market rent from 16 April 2025. The external toilet was in disrepair, but the previous decision excluded that altogether and market rent was determined accordingly. There was no evidence of other disrepair.

26. Relying on its own expert, general knowledge of rental values in the area, and the limited information on comparables provided by the parties, the Tribunal considers that the market rental of the subject Property would be in the order of £3,600 pcm. This is the rent we would expect the Property to let for in the open market.

Market rent **£3,600 pcm**

Undue hardship

27. 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.

28. The Tenant referred in their application to serious health issues and being in receipt of related benefits. A medical letter was provided from 16 February 2026 showing ongoing support from a specialist clinic. There was an extract from a universal credit entitlement letter showing £1,612 per month of which £789.29 related to rent.

29. The Tenant stated that a difference in rent would cause hardship. She said that she does not have the money to cover this. She said that she has a health condition which she explained and is documented in the papers but, for privacy reasons, is not set out fully here. The Tribunal accepted that the Tenant had a serious physical health condition and their assertion that this was also affecting mental health. The Tribunal accepted that the Tenant was self-employed and there were limitations to ability to work, hence the Tenant was selective in what work was taken on. The Tenant was unclear whether any rent increase would be covered by Universal Credit adjustments; they had not asked but believed it would not be backdated. However, the Tenant also asserted that the Landlord wanted to use each tenant's 'full' housing allowance to secure maximum rent, implying that there was some further potential entitlement. The Tribunal took judicial notice of the weekly maximum Local Housing Allowance for the area

being £331.39 per week, which would be sufficient to accommodate an increase in rent to £1,436 pcm (£5,744 pcm when split between 4 occupants).

30. The Tribunal noted that a rent increase is rarely welcomed by a tenant and that it is required to look for hardship which is 'undue'. There was insufficient evidence to suggest that any back payment or adjustment would not be made were an application made to review the Universal Credit entitlement. The Tribunal had some sympathy with the Tenant's work limitations however there was insufficient evidence of net disposable income to know whether the additional £100 pcm would cause hardship. The Tribunal noted that the Applicant moved out of the Property on 17 June 2026 so this difference would apply for a defined period from 16 April 2026 to 17 June 2026 only. The Tribunal therefore concluded that undue hardship was not proven.

31. As a result of the Tribunal's decision, the rent will increase from £3,200 pcm to £3,600 pcm, meaning an increase for the Tenant of £100 from £800 pcm to £900 pcm. The date specified in the Landlord's Notice was 16 April 2026. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and accordingly sets the starting date for the new rent as 16 April 2026.

Decision

32. Therefore, the Tribunal determines the market rent at £3,600 per calendar month with effect from 16 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.