

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AZ/MNR/2026/0532
Property	182a Tressillian Road, Brockley, London, SE4 1XY
Tenant	Simone Drummond
Tenant's Representative	N/A
Landlord	Hexagon Housing Association
Landlord's Address	130-136 Sydenham Road, Sydenham, London, SE26 5JY
Landlord's Representative	N/A
Date of Application	5 July 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Ms S Beckwith MRICS Mr S Dhanani
Date of Decision	2 September 2026
Rent Determined	£500 per week
Date the new rent takes effect	6 July 2026

REASONS FOR THE DECISION

Background

1. On 6 June 2026, the Landlord served a notice under Section 13 (2) of the Housing Act 1988 which proposed a new rent of £150.06 per week in place of the existing rent of £143.19 per week to take effect from 6 July 2026.
2. On 5 July 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 an open-market rent.
3. The tenancy commenced on 14 June 2021. The rental period is weekly.

Validity Of Notice

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid because they were not given two months' notice.
5. In response, the Landlord commented on the format of the letter. The Tribunal has a copy of a properly formatted and signed Notice.
6. The Landlord is a housing association. The provisions of the Renters Right Act 2025 have not yet come into force for housing associations. A notice period of one month therefore remains the required notice period. The Tribunal therefore finds that the notice of increase is valid.

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. N/A

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. N/A

Hearing/Inspection

11. Neither party requested an oral hearing or inspection. 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

12. The tenancy agreement confirms that the Property is a ground floor flat with two bedrooms and access to a shared garden. The Tenant confirmed the Property benefits from central heating and double glazed windows. The floor coverings are a combination of wooden flooring and carpets.
13. The Property is situated in Brockley in southeast London. Brockley mainline and overground station is approximately half a mile to the northwest.

Evidence

14. The Tenant completed an MR1 form by way of application. The Landlord did not complete a MR2 reply form.

The Tenant

15. The Tenant made the following comments:
- a) There are a number of items of disrepair. The housing ombudsman has been contacted. No details of the nature of the disrepair or supporting evidence was provided.
16. The Tenant did not provide comparable rental evidence.
17. The Tenant confirmed their opinion that the market rent is £143.19 per week.

Determination and Valuation

18. The Tribunal notes that the Tenant occupies the Property under a tenancy from a housing association. 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 under an assured tenancy having regards to the specific conditions in Section 14 of the Housing Act 1988.

19. No evidence was provided to support the Tenant's assertion that there is disrepair. The Tribunal has therefore assumed that the Property is in a reasonable condition as would be expected in the open market.
20. Neither party provided comparable evidence. Relying on its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject Property would be in the order of £500 per week.

Undue hardship

21. 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.
22. The Tenant has asked the Tribunal to fix a later starting date in this case, stating that she only works a small number of hours and has not been very well for the past few months. The Tenant did not provide any supporting evidence to demonstrate the undue hardship claimed.
23. On the basis that no supporting evidence was supplied by the Tenant, the Tribunal considers that undue hardship has not been demonstrated and does not fix a later starting date.

Decision

24. Therefore, the Tribunal determines the market rent at £500 per week with effect from 6 July 2026.
25. The Tribunal notes that the Landlord has proposed a lower rent in their Notice of Increase. The Landlord is entitled, but not compelled, to charge the Tenant rent at the figure determined from the effective date and may choose to charge a lower figure.

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 (rule 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.