

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BH/MRA/2026/0148
Property	54 Riverhead Close, London, E17 5PY
Tenant	Renata Kazmierski
Landlord	Cathal and Sharan McMahon
Landlord's Address	24 Blackmore Road, Buckhurst Hill, Essex, IG9 6AP
Date of Application	20 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	03 September 2026
Rent Determined	£1,450.00 per calendar month
Date of Valuation	03 September 2026
Date the new rent takes effect	23 September 2026

REASONS FOR THE DECISION

Background

1. On 17 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,450 per calendar month (pcm) in place of the existing rent of £1,290 pcm to take effect from 23 July 2026.
2. On 20 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 original tenancy commenced on 23 October 2010. The rental period is monthly.

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

4. In their application form, the Tenant has stated that they consider the Landlord's notice is invalid due to an existing three year fixed term tenancy for the Property, expiring on 23 August 2027. The agreed rent in the tenancy is £1,290.00 per calendar month and the tenancy agreement stipulates that any annual rent increase shall be capped at a maximum of 2% a year.
5. In response, the Landlord has stated that they consider the notice valid because the Tenant has invalidated the fixed term agreement by moving her husband into the property.
6. Additionally the Landlord has stated that the Renters' Rights Act has removed rent review clauses in existing tenancy agreements.
7. The Tribunal has considered the parties representations and considers the notice to be valid. This is because from 1 May 2026, the Renters' Rights Act 2025 removes and voids all rent increase clauses in assured tenancies and applies to all existing and new agreements, including fixed-term tenancies that later converted to assured periodic tenancies on that date. As a result of the Renters' Rights Act the only lawful way for landlords to increase rent is via the section 13 and Form 4A notice.

Allocation of Repairs between Landlord and Tenant.

8. 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.

9. There are no service charges for which the Tenant is liable. The majority of the furniture in the property has been purchased by the Tenant.

Liability for Council Tax

10. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Hearing

11. Neither party requested an oral hearing. 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 Property is a second floor two bedroom flat forming part of a modern purpose built development, offering the following accommodation:

Property: Living room, kitchen, hallway, two bedrooms and two bathrooms.

Outside: Allocated parking space

The Property benefits from gas central heating and floor coverings.

The Property is situated in Walthamstow, offering good transport links, local amenities and green spaces.

Evidence

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

The Tenant

14. The Tenant made the following comments:
 - a) The Landlord's proposed increase from £1,290 to £1,450 pcm is excessive and represents 12.4% which is above the contractual 2% cap.
 - b) The proposed rent does not reflect the true condition of the property.

- c) The landlord's comparables are not equivalent to the actual flat.
 - d) The are issues within the property including:
 - Bedroom window jammed shut for years after failed repair
 - Worn blinds in living room and kitchen never replaced
 - Single glazing throughout the flat
 - Limited landlord maintenance over 16 years.
 - e) The property is modest, compact, and lacks modernisation.
 - f) The Tenant paid for substantial improvements which must be disregarded, including:
 - Full redecoration
 - Dishwasher, extractor hood, kitchen tap
 - Replacement washing machine
 - Bathroom refurbishments
 - Shower room refurbishments
 - The fitting of the laminate flooring
 - Modern lighting
 - Replacement blinds
 - g) The Landlord's comparables do not match the Property condition and ignore defects and tenant-funded improvements.
 - h) The Landlord's reasoning on the market rent is inconsistent (market-based vs affordability-based).
 - i) Operational costs cited by the Landlord are irrelevant.
15. The Tenant also raised points about her recent marriage and discussions with the Landlord regarding the fixed term tenancy and related matters. The Tribunal notes these points but this application is for the determination of a market rent and therefore the validity of the tenancy and related discussions are not a concern for the Tribunal in this case.
16. The Tenant stated that the market rent that she should pay for the property is £1,350 but has not provided any comparable rental evidence to support this position.

The Landlord

17. The Landlord made the following comments:
- a) The Landlord stated that the current rent of £1,290 pcm is significantly below market value and that comparable properties in the same development (Riverhead Close) are renting for £1,750–£1,850 pcm.
 - b) The Landlord considers the proposed rent of £1,450 pcm to be reasonable, justified, and aligned with market conditions.
 - c) States the tenant has been paying below market rent for years.

- d) The tenant has looked after the property well and acknowledges only minor repairs carried out by the Landlord.
 - e) The Landlord does not dispute the Tenant has carried out improvements but does not accept these should reduce the rent.
- 18. The Landlord also raised points about the Tenant's marriage and increased occupancy and the validity of the fixed term agreement. Again the Tribunal notes these points but this application is for the determination of a market rent and therefore the validity of the tenancy and related discussions are not a concern for the Tribunal in this case.
- 19. The Landlord provided screen shots of three property listings for two bedroom properties in Riverhead Close with asking rents of £1,600, £1,700 and £1,850 pcm. The agreed rental level these properties achieved is not known.

Determination and Valuation

- 20. 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.
- 21. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1,650 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties.
- 22. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Condition
 - b) Tenant improvements

The valuation is shown below:

Starting Rent	<u>£1,650.00</u> pcm
<i>Less</i>	
a) Items given under a) and b) above	<u>£</u> 150.00
Open-Market Rent	£1,500.00 pcm

Decision

23. The Tribunal determines the new rent at the amount proposed by the Landlord of £1,450.00 per calendar month as this is lower than the open-market rent of £1,500.00 determined by the Tribunal with effect from 23 September 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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.