

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AM/MNR/2026/0136
Property	Flat 27 Fradel Lodge, 1-2 Schonfeld Square, London N16 0QW
Tenant	Mrs HeniaWeingarten
Tenant's Representative	None
Landlord	Agudas Israel Housing Association
Landlord's Address	206 Lordship Road, London N16 5ES
Landlord's Representative	Devonshires solicitors
Date of Application	9 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr D Jagger MRICS
Date of Decision	7 September 2026
Rent Determined	£486.02 per calendar week
Date the new rent takes effect	6 April 2026

REASONS FOR THE DECISION

Background

1. On 4 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £486.02 per calendar week inclusive of £30 heating and hot water and a fixed service charge of £313.60 in place of the existing rent of £457.65 per calendar week inclusive of £30 heating and hot water and a fixed service charge of £291.75 to take effect from 10 August 2026. This being an increase of £28.37 which equates to approximately 6%.
2. On 9 March 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 tenancy is an assured shorthold tenancy granted to the Tenant by an agreement dated 12 December 2023 at a rent of £433.85 per calendar week payable in advance. The rental period is weekly, and the tenancy was for a period of 6 months. Therefore, this is an assured periodic agreement.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.
5. The Tenant is responsible for internal decoration and for some minor repairs.

Services Charges or furniture provided by Landlord

6. Fixed Service charges are payable by the Tenant for the property. As mentioned above the new proposed sum is £313.60 and we shall refer to this matter in the decision.
7. Furniture provided by the Landlord: bed, cupboard, two chests of drawers, curtains and floor coverings and oven
8. The rent is inclusive of charges for utilities (see above).

Liability for Council Tax

9. The Tenant is responsible for the payment of Council Tax forming part of the fixed service charge in respect of the Property. The rent determined is exclusive of Council Tax.

Inspection/Hearing

10. This has been a remote hearing requested by the Tenant which has been consented to by the Landlord and the Tribunal. The form of remote hearing was P:PAPERREMOTE. The documents that the Tribunal were referred to are in a bundle, the contents of which have been noted.
11. The Tenant requested an inspection of the property by the Tribunal to investigate the noise and disturbance from the office and the shared electrical fuse box. Based on the information provided and the nature of the issues outlined. On the 1 May 2026 the Tribunal determined that an inspection was not necessary for proper consideration of the issues raised in this case and, as such, the Tribunal will make its determination based on the submissions before them.

The Hearing

12. A CVP hearing took place at 13.00 on the 7 September 2026. On the Landlord's side, this was attended by Mr B Leb (Counsel) Mr R Matheson (Devonshires solicitors. Ms L Basalian and Mr S Techer for Agudas Israel Housing Association. Mrs H Weingarten joined via a telephone connection.
13. The Tribunal set out the parameters of the hearing and explained to the parties the proposed rent increase is a combination of three components (i) the utility charges at £30, (ii) the fixed service charge at £313.60 (iii) the net rent being £142.42. It is the Tribunal's task to determine whether the blend of these three elements result in a market rent.

The Tenant's Submissions

14. The Tenant's principal argument was a comparison made with a Tribunal decision for Flat 15 dated 16 2023. The Applicant stated this is a two-bedroom flat the rent was assessed at £441.99. This compared to a rent of £433.85 for flat 27, being a one-bedroom flat. The Tenant made a request to the Landlord for the current rent for flat to be provided at the hearing. This request was denied as there matters of privacy and Data Protection Act 2018.
15. In the bundle, the Tenant provided a previous Tribunal decision for Flat 15, dated the 16 January 2023. In paragraph 8 of that decision 8, it would appear the Tribunal states this is a one-bedroom flat with living room, kitchenette and bathroom.
16. The Tenant confirmed that she instructed a solicitor in the past to take a look at the tenancy agreement, and particularly the service charge clauses. The Tenant

states the solicitor advised the clauses are unclear not transparent and unfair. No written evidence was provided in this matter.

17. The Tenant referred the Tribunal to the fact that the flat has a shared fuse box with the office premises and there is a degree of disturbance from that office.
18. Finally, the tenant confirmed the flat has an original specification.

The Landlord's Submissions

19. Mr Leb counsel, on behalf of the Landlord confirmed the evidence provided by the Tenant with regard to Flat 15 is historic and little weight can be placed on it.
20. The largest component in the rent assessment is the fixed service charge, and it is contended that this charge varies only slightly between one and two bedroom flats.
21. The costs in the fixed service charge budget have been subject to increase due to inflation pressures over the past few years.
22. The cost for the utilities at £30 is considered more than reasonable in today's market.

The Property

23. The warden-controlled development, which was constructed around 1993, and comprises a mixture of one and two bedroom purpose built flats, nursing home, synagogue, communal lounge, laundry and gardens which provided a number of sitting areas. Communal facilities are included. The development is supported accommodation specially adapted for members of the Orthodox Jewish Community.
24. The flat is situated on the third floor and there is communal central heating and the windows double glazed. There is a living room, a kitchenette. The bedroom had a built in wardrobe and dressing table, there is an internal bathroom.

Written Evidence

25. The parties provided written submissions, previous Tribunal decisions, and comparable evidence from the Landlord. The Tenant also submitted a reply in form MR3 together with a written submission and further comparable evidence.

The Tenant.

26. The Tenant made the following comments:

- a) The fuse box for the subject flat is shared with the office.
- b) The office workers create a great deal of noise.
- c) The Tenant provided measurements of the flat.

The Landlord

27. The Landlord made the following comments:

- a) The tenant has incorrectly described the services provided within the tenancy. The tenant is in support accommodation for independent elderly people. They have stated that the utility charges are a service charge which are charged separately to the rent, which is incorrect. The fixed service charges, including the utility costs, are included within the rent. The £30 to which the tenant refers are the costs which are not covered by her Universal Credit Housing Element payment
- b) The landlord confirmed the “net rent” is £142.42 once the utilities and fixed service charge has been deducted. The Landlord provided a list of all the items included in that service charge.
- c) The Landlord states they are a Charity, and the development was built for supported accommodation specially adapted for members the Orthodox Jewish Community.
- d) The rent for a two- bedroom property in Fradel Lodge is presently £525.45 per week, rather than the £486.02 per week charged to the Applicant.
- e) The landlord submits that the costs of services are properly included in the rent pursuant to the tenancy agreement. The inclusion of these services as part of the terms of the tenancy agreement must be considered when determining the market rent for the Property.
- f) The Landlord provided comparable evidence of the recent lettings of seven one bedroom and studio flats in the area.

Lordship Road N16	1 bed flat	£1995 pcm
Green Lanes N4	1 bed flat	£2700 pcm

Goodchild Road N4	1 bed flat	£2150 pcm
Albion Road N16	1 bed flat	£2100 pcm
Allen Road N16	Studio	£1550 pcm
Stoke Newington High Street	Studio	£1600 pcm
Kensington High Street, London, W14	2 bed flat	£4766 pcm
Warwick Lane London W14	2 bed flat	£4500 pcm

Determination and Valuation

28. Section 14 of the Housing Act 1988 requires the Tribunal to determine the rent at which it considers the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy, on the terms of the subject tenancy other than as to rent, and disregarding the matters set out in section 14(2). Those disregards include any effect on the rent attributable to the fact that the Tenants are sitting tenants, and any increase in value attributable to a relevant improvement carried out by the Tenants.
29. The Tribunal is grateful to both parties for the comprehensive written statements, the comparable evidence provided by the Landlord and helpful submissions made at the hearing. The evidence relied upon by the Landlord consists of advertised asking rents rather than achieved rents. Asking rents are of assistance in establishing the tone of the market but they are not conclusive, since a property may in the event let at a figure above or below the rent at which it was advertised.
30. The accommodation provided is of a particularly unique nature, in that it is supported accommodation specially adapted for members of the Orthodox Jewish community. This includes a Shabbos call bell and a Shabbos lift, and an onsite Shul. There are two well-stocked libraries with a choice of English, Hebrew and Yiddish reading material, a large day centre, two communal lounges, an indoor sensory garden, and an outdoor garden. There is also an on-call warden in case of emergencies.

31. The Tribunal concluded that the rent at which the property might reasonably be expected to be let on the open market in its current condition would be in the order of £890 per week inclusive of the fixed service charge, communal heating, and hot water. The Tribunal, in view of no evidence being presented as to the actual cost of these individual items and doing the best it can based on its own expert knowledge determines that the fixed service charge is as assessed by the Landlord.
32. Therefore, the Tribunal considers that the market rental of the subject property is £486.02 per week.
33. Based upon the evidence provided, the Tribunal has made no adjustments in relation to the condition of the property.

Market rent	£482.02 pw
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Undue Hardship

34. The new rent takes effect from the date of the Landlord's notice 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.
35. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant alleges that the rent increase could cause undue hardship. The applicant is in receipt of Housing Benefit, and the rent has been accepted by the DWP, who are paying all eligible charges in full. The sole amount payable by the tenant after housing benefit is considered are the ineligible charges, the utility costs of £30 per week.
36. The threshold for demonstrating undue hardship is high. The Tenant has produced no 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 in this decision would not cause undue hardship and does not fix a later starting date.

Decision

37. Therefore, the Tribunal determines the market rent at £480.02 per calendar week with effect from 6 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.