

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BC/MRA/2026/0108.
Property	19 Eton Heights, 145 Whitehall Road, Woodford Green, IG8 0FB
Tenants	Faizan Yousaf
Tenant's Representative	None
Landlord	Jason Spurr
Landlord's Address	732, Chigwell Road, Woodford Green, IG8 8AL,
Landlord's Representative	Hunt Property Services Ltd
Date of Application	11 July 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	£2675 per calendar month
Date the new rent takes effect	7 September 2026

REASONS FOR THE DECISION

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Background

1. On 7 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2850 per calendar month in place of the existing rent of £2500 per calendar month to take effect from 12 July 2026. This being an increase of £350 which equates to approximately 14%.
2. On 11 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 a market rent.
3. The tenancy is an assured shorthold tenancy granted to the Tenant by an agreement dated 12 October 2022 at a rent of £2500 per calendar month payable in advance. The rental period is monthly, and the tenancy was for a period of 12 months. Therefore, this is an assured periodic agreement.
4. The Landlord's notice was served after the 1 May 2026. The Tribunal has accordingly determined this reference under sections 14 of the Renters' Rights Act 2025.
5. In a decision dated 1 September 2026 Judge Pattni-Evans reinstated the Applicant's application pursuant to rule 6(2) and rule 3 of the Tribunal Procedure (First Tier Tribunal) (Property Chamber) Rules 2013 ("the Rules"), the time for the Landlord's evidence is retrospectively extended to 13 August 2026.

Allocation of Repairs between Landlord and Tenant.

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

Services Charges or furniture provided by Landlord

8. Service charges are not payable by the Tenant for the Property.
9. Integrated white goods are included and a sofa.
10. The rent is exclusive of charges for utilities.

Liability for Council Tax

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

Inspection/Hearing

12. Neither party requested an oral hearing or an inspection of the Property, and both parties agreed to the application being determined without either. 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

The property is a an upmarket purpose built second floor flat forming part of a four storey block built around 2009. The accommodation comprises living room/kitchen, 2 bedrooms, bathroom, en-suite shower room and balcony. The property has an EPC of B which is above average. The stated floor area is 100m².

The block has brick and stone elevations under a flat roof. There is an underground allocated parking space. The block has a concierge service, swimming pool, gym, sauna and communal gardens.

The Property benefits from double glazing gas central heating and floor coverings.

The Property is located in a residential area close to local amenities and transport links.

Evidence

13. The parties returned the Tribunal's reply forms with written submissions, floor plan, comparable evidence and helpful photographs.

The Tenant.

14. The Tenant made the following comments:
 - a) The proposed rental figure of £2850 pcm is not supported by comparable evidence in the area.
 - b) The allocated parking space is too small for the average car and is only really suitable for a small vehicle.
 - c) The Tenant has identified a number of recent two-bedroom apartments within Repton Park that provide a reliable indication of current market

conditions: * Cadogan House, Repton Park – two-bedroom, two-bathroom apartment marketed at £2,500 pcm. * Richmond Drive, Repton Park – two-bedroom, two-bathroom apartment marketed at £2,500 pcm. * Richmond Drive, Repton Park – two-bedroom, two-bathroom apartment marketed at £2,595 pcm

A schedule of 4 properties considered to be comparable.

Impact House High Road, Chigwell, IG7	2 bed flat	£2400 pcm
Cadogan House, Repton Park Woodford Green	2 bed flat	£2600 pcm
Impact House High Road, Chigwell, IG7	2 bed flat	£2300 pcm
Palmerston Road, Buckhurst Hill, IG9	2 bed flat	£2300 pcm

- d) For these reasons the Tenant is of the opinion the current rental value should be £2,550 per month.

The Landlord

15. The Landlord has made the following comments:

- a) The Landlord's agent provided details of 4 recent lettings in the area listed below.
- b) Eton Heights is a luxury development with a gym, swimming pool, concierge, underground parking and communal grounds. It is a highly desirable location and the comparable evidence provided by the tenant has none of those features. The tenants have complained our comparable's are not in the same area yet they have provided one which is close to The Repton Park development we used. The reason we provided Repton Park is because it has a concierge, gym, communal grounds and underground parking.
- c) We have proposed a rent of £2850 which is more than fair given what is achievable. The fact the tenants have remained in occupation since 2022 has meant the landlord is willing to apply a reduction to what we feel the flat could achieve on the open market.

Manor Road, Chigwell, IG7	2 bed flat	£2750 pcm
Marlowe House, Repton Park Woodford Green	2 bed flat	£4500 pcm
177 179 High Road, Chigwell, IG7	2 bed flat	£2700 pcm
High Road, Chigwell, Essex, IG7	2 bed flat	£3000 pcm

Determination and Valuation

16. 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.
17. The Tribunal is grateful to both parties for the comparable evidence they have provided. All of the evidence relied upon by both parties 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.
18. Relying on its own expert, general knowledge of rental values in the Woodford Green area together with the comparable evidence provided by the parties the Tribunal considers that the market rental of the subject property modernised and in good condition would be in the order of £2675 per month. This is the rent we would expect the property to let for in the open market including having white goods and curtains provided by the landlord.
19. The Tribunal agrees with the parties that the flats at Repton Park provide the best comparable evidence given the level of amenities, location and specification. The comparable provided by the Landlord at a rent of £4,500 pcm is an outlier and the range provided by the tenant is more consistent with this development.
20. The Tribunal has not made any adjustments to this rental level given the specification of the flat.

Market rent

£2675 pcm

Decision

21. Therefore, the Tribunal determines the market rent at £2675 per calendar month with effect from 7 September 2026.
22. The authority for the Tribunal to set the date when a new rent takes effect now comes from Section 14(A1) and the related determination provisions in the [Renters' Rights Act 2025](#) (which amends the [Housing Act 1988](#)). Therefore, the new rent takes effect from the date of this decision.

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.