

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AC/MNR/2026/0345
Property	4 Abercorn Way London, SE1 5HL
Tenant	Sapphire Bailey-Williams
Tenant's Representative	none
Landlord	Freshview Estates Limited
Landlord's Address	65A Watford Way , London, NW4 3AQ
Landlord's Representative	Mr Issac Chisel
Date of Application	12 May 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS S Dhanani
Date of Decision	18 September 2026
Rent Determined	£1800.00 per calendar month
Date of Valuation	1 June 2026
Date the new rent takes effect	1 June 2026

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REASONS FOR THE DECISION

Background

1. On 30 March 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1900.00 per calendar month (pcm) in place of the existing rent of £1629.00 pcm to take effect from 1 June 2026.
2. On 12 May 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 tenancy commenced on 1 June 2020 ending on 31 May 2023. The rental period is monthly.

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

4. The application states that it is the applicant's contention the Notice is not valid.
5. The applicant states; *“the proposed rent increase notice is invalid because my tenancy agreement already contains a contractual rent review clause which sets out the method by which rent increases should be applied. Clause J3 of my tenancy agreement states that any increase after the first 12 months must be linked to the Consumer Price Index (CPI) and calculated based on the rent payable in the previous year. The clause states: “The rent will increase by Consumer Price Index published in the previous month prior to the date on which notice is given to you”. The landlord has proposed increasing the rent from £1629 to £1900 per month, which is a significant increase and does not appear to reflect a CPI-linked increase as required by the tenancy agreement. I therefore believe the landlord has not followed the contractual rent review procedure set out within the tenancy agreement and has attempted to impose an increase outside the agreed mechanism between the parties. For those reasons, I believe the notice should be considered invalid and/or the proposed rent should not take effect as drafted.”*
6. During questioning the applicant agreed that the contractual tenancy that had commenced on 1 June 2020 had ceased on the 31 May 2023. The applicant however argued that the terms of the tenancy relating to the determination of rent that were contained in the contractual tenancy should be carried over to the periodic tenancy.

7. The applicant contended that as the section 13 notice did not provide for a rent that was determined on the basis of the mechanism within the contract, the Notice was invalid.
8. In response, the Landlord has stated that they consider the notice valid because [51/89];

"The Tribunal is referred to High Court case of London District Properties Management Ltd v Goolamy [2009] EWHC (Admin) at [10] ...where Burnett J said as follows: 2a rent review clause in the original assured tenancy purporting to govern the position once it has been superseded by a statutory periodic tenancy is of no effect. The "subject to" proviso excludes any rent review clause from the statutory periodic tenancy. In its place, the statutory scheme kicks in." [51/89]

Analysis and decision on jurisdiction

The Law

9. The Tribunal had reference to the relevant provisions contained in the Housing Act 1988.

Extract from Housing Act 1988

S5 – Security of tenure

[...]

(2) If an assured tenancy which is a fixed term tenancy comes to an end otherwise than by virtue of—

(a) an order of the court of the kind mentioned in subsection (1)(a) or (b) or any other order of the court,

(b) a surrender or other action on the part of the tenant, or

(c) the giving of a notice under section 33D of the Immigration Act 2014,

then, subject to section 7 and Chapter II below, the tenant shall be entitled to remain in possession of the dwelling-house let under that tenancy and, subject to subsection (4) below, his right to possession shall depend upon a periodic tenancy arising by virtue of this section.

(3) The periodic tenancy referred to in subsection (2) above is one—

(a) taking effect in possession immediately on the coming to an end of the fixed term tenancy;

(b) deemed to have been granted by the person who was the landlord under the fixed term tenancy immediately before it came to an end to the person who was then the tenant under that tenancy;

(c) under which the premises which are let are the same dwelling-house as was let under the fixed term tenancy;

(d) under which the periods of the tenancy are the same as those for which rent was last payable under the fixed term tenancy; and

(e) under which, subject to the following provisions of this Part of this Act, the other terms are the same as those of the fixed term tenancy immediately before it came to an end, except that any term which makes provision for determination by the landlord or the tenant shall not have effect while the tenancy remains an assured tenancy.

13 Increases of rent under assured periodic tenancies.

(1) This section applies to—

(a) a statutory periodic tenancy other than one which, by virtue of paragraph 11 or paragraph 12 in Part I of Schedule 1 to this Act, cannot for the time being be an assured tenancy; and

(b) any other periodic tenancy which is an assured tenancy, other than one in relation to which there is a provision, for the time being binding on the tenant, under which the rent for a particular period of the tenancy will or may be greater than the rent for an earlier period.

10. The Tribunal notes it is common ground between the parties that there was a contractual tenancy which ran for 36 months from 1 June 2020 , so ceased on 31 May 2023.
11. The Tribunal determines that from the end of the contractual tenancy, the tenant held over on a statutory periodic tenancy.
12. The extent to which terms from the contractual tenancy are carried over to the statutory periodic tenancy are set out in the section 5 (3) (e) of the Housing Act 1988.

(e) under which, subject to the following provisions of this Part of this Act, the other terms are the same as those of the fixed term tenancy immediately before it came to an end, except that any term which makes provision for determination by the landlord or the tenant shall not have effect while the tenancy remains an assured tenancy.

13. The rent review clause within the contractual tenancy is a provision for the determination of rent.
14. The provisions of section 13(5)(e) do not permit provisions from the contractual tenancy that make determinations to be carried over to the statutory periodic tenancy.
15. With the mechanism for determining rent through the contractual provision disallowed from being in the statutory periodic tenancy, the landlord can undertake rent increases within the Section 13 Notice procedure.
16. The Tribunal determines therefore that there is jurisdiction to make a determination under the application.

Allocation of Repairs between Landlord and Tenant.

17. The tenancy agreement [25/89] provides that repairs under section 11 of the Landlord and Tenant Act 1985 are the landlords responsibility. It was common ground between the parties that repairs to the property interior and exterior are the responsibility of the landlord.

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

18. The Applicant listed the items that were present when they took occupancy. These were under counter fridge, oven and hob, various items of furniture including a sofa and beds.
19. The Respondent's representative agreed that an oven, hob and under counter fridge were present. In respect of other items, the Respondents did not contest the Applicant's position because they had recently taken over the managing role and did not have the records to confirm or differ from the Applicant's contentions.
20. The Tribunal finds the flat to be furnished when let, and that the furnishing are now around 6 years old, that in terms of "white goods" the landlord supplied the oven, hob and under counter fridge.

Liability to pay utilities

21. The tenancy [18/89] provides that the Tenant is responsible for payment of utilities. This is uncontested.

Liability for Council Tax

22. The tenancy [18/89] provides that the Tenant is responsible for payment of council tax. This is uncontested.

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

23. The tenancy is subject to a Zero Deposit option. There were no submissions on whether this impacted the rent level, the Tribunal makes no determination on this point.

Hearing

24. By Direction of the Tribunal 19 June 2026 the Tribunal determines that it has reviewed all the associated documents and determines a CVP hearing will suffice.[77/89]

The Property

25. *The applicant confirmed the flat is contained within a block of four flats. The subject property is a maisonette located on the first and second floor. The property is a 2 bedroom flat, that is one double and one single. There is an open plan living room / kitchen and a bathroom. None of the bedrooms has an ensuite. There is free parking outside the flat.*
26. The landlord does not contest the accommodation described in paragraph 30 above

Disrepair

27. The tenant contended the property 's water tank had leaked, that this had been reported to the previous managing agents in November 2025.
28. The Respondent's representative stated that they had a proactive repair team and that any disrepairs reported to them would be addressed. The Respondent had no record of a report of such disrepair being made.

Evidence

29. The parties completed the relevant MR1 (Tenant), MR2 (Landlord) and MR3 (Tenant's reply).

The Tenant

30. The Tenant made the following comments:

- a) The Tenant contends;
 - ((i) the property was not furnished at letting [85/89] the Landlord only supplying the fridge.
 - (ii) that the Tenant – replaced the floor throughout the property, carried "significant improvements to the kitchen"
 - (iii) decorated
 - (iv) undertook other repairs
- b) That the property was originally let to provide affordable accommodation for working households and not for premium private rent.
- c) That many of the Landlord's comparables are duplex apartments, newly built, have higher specification, private balconies, may be larger, and allocated parking.

31. The Tenant in their oral submission contended for £1700 pcm with the property's alleged current issues and £1750 pcm in good condition.

32. The Tenant did provide comparable rental evidence. The Tenant provided the following comparables. The Tribunal asked the Tenant to say which two were the closest to the subject property in specification, size and locality, the Tenant sated Goodwin Close and Stubbs Drive:

- a) Goodwin Close £1750 pcm
- b) Weald Close £1750 pcm
- c) Rock Grove Way £1800 pcm
- d) Sherwood Gardens £ 1800 pcm
- e) Bradley House £1800 pcm
- f) Stubbs Drive £1800 pcm
- g) Iderton Road £1800 pcm

The Landlord

33. The Landlord made the following comments:

- a) The Landlord with their Landlord's reply form for market rent [43/89] confirmed that;
 - a. The property was let furnished
 - b. The contention is for a rent of £1900 pcm
 - c. That any repairs carried out by the tenant, if proven are minor and of no effect on the rent.
- b) The Landlord [56/89] provided several comparables;
 - (i) Rossetti Road 2beds asking £1950 pcm 0.24 miles
 - (ii) Archers Lodge, Culloden Close asking £1750 pcm 2 beds 0.16 miles
 - (iii) Sheppard Drive, 2 beds asking £1850 pcm 0.21 miles
 - (iv) George Elliston House, 2 beds asking £1907 pcm 0.2 miles
 - (v) Weald Close 2 beds asking £1950 pcm 0.18 miles
 - (vi) Rossetti Road 2 beds, asking £1950 pcm 0.24 miles
 - (vii) Lynton Road 2 beds asking £2100 pcm 0.22 miles
 - (viii) Stevenson Crescent 2 beds asking £2100 pcm 0.09 miles
 - (ix) Thornburn Square £2200pcm 0.23 miles
 - (x) Cadet Drive 2 beds asking £2200 pcm 0.23 miles
 - (xi) Hepburn House 2 beds let on asking price of asking £2250 pcm 0.19 miles
 - (xii) Rotherhithe New Road let on asking price of £2300 pcm 2 beds 0.18 miles
 - (xiii) Old Kent Road let on asking price of £2350 pcm 2 beds 0.21 miles
 - (xiv) Rotherhithe New Road let- on asking price of £2450 pcm 2 beds 0.2 miles
 - (xv) Howson Court 2beds asking £2600 pcm
- c) The Landlord's position [68/89] is that the subject property's proposed rent of £ 1900pcm is "materially below prevailing market levels".
- d) In oral testimony the Respondent stated the subject flat was a very good property and that their comparables were appropriate. Additionally, the Tribunal had determined £1900 pcm for two properties in the vicinity.

Determination and Valuation

34. 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.

35. The Tribunal prefers comparables that are closest to the subject property both in style, size, location and specification, ideally “let agreed”, this is because the least adjustments make the comparable most reliable.
36. The Respondent mentioned two comparables where the Tribunal is said to have determined £1900 pcm. The Respondent was unable to provide any details of these and so the Tribunal places no weight on these.
37. The Tribunal considers the two comparables the Tenant said had the greatest weight Goodwin Close £1750pcm and Stubbs Drive £1800pcm . Goodwin Close is around 0.9 miles way, Stubbs Drive was said by the Applicant to be within 2 minutes walk. The Tribunal also notes Weald Close which is said to be 0.18 miles. Both parties have suggested a comparable but a different comparable in Weald Close. The Tribunal discounts Goodwin Close on basis of distance. The Tribunal considers the Respondent’s comparables in terms of proximity with the subject property and finds Weald Close £1950.00 pcm , Archers Lodge £1750.00 pcm and Stevensons Crescent £2100.00 pcm are closest. The Applicants Stubbs Drive comparable is £1800.00 pcm.
38. The average of these is £1900.00 pcm. The Tribunal does not have detail on whether the comparables are furnished. The Tribunal considers if they were to be furnished as an industry norm they would be as furnished as the subject property was when let that is minimal. So a property with greater furnishing would attract a higher bid.
39. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord/the Tenant, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £ 1900.00 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.
40. There is no evidence that a furnished property attracts a higher rent than unfurnished. However, the Tribunal considers there should be an adjustment made. The Tribunal notes the Tenant has also changed the flooring to more contemporary flooring. The Tribunal has found that the property given the Landlord’s repairing covenant should be considered in good condition.
41. From this level of rent, the Tribunal has made adjustments in relation to the following:

- a) furnishing
- b) Older flooring before Tenant upgraded

The full valuation is shown below:

Starting Rent £ 1900.00 pcm

Less

a) Items given under a) and b) £ 100.00 pcm

Open-Market Rent £ 1800.00 pcm

Decision

The Tribunal finds the market rent for the property determined under section 13 is £1800.00 pcm with effect from 1 June 2026.

Undue hardship

The Tribunal notes the increase of rent is £171 pcm increase. The decision is 18 September 2026 so the approximate back dated rent would be in the region of £600 pcm. The Tenant has made an application under undue hardship grounds and supplied evidence. The Tribunal finds that the threshold of undue hardship is not met given the relatively short period of back dating.

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.

