

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BB/MNR/2026/0298
Property	Flat 3 Union House, 102 Southern Road, London, E13 9JD
Tenant	Siafa Ahcene
Tenant's Representative	N/A
Landlord	Plaistow Holdings Sub-Limited
Landlord's Address	c/o 8 Wilderton Road, London N16 5QZ
Landlord's Representative	Crownfield Management Ltd
Date of Application	28 April 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Member	Mr A Parkinson MRICS Ms A Onigbode
Date of Decision	21 September 2026
Rent Determined	£1,600 per calendar month
Date of Valuation	03 May 2026
Date the new rent takes effect	03 May 2026

REASONS FOR THE DECISION

Background

1. The Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,600 per calendar month (pcm) in place of the existing rent of £1,203 pcm to take effect from 03 May 2026.
2. On 28 April 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 03 August 2023. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant

4. 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.

5. There are no service charges for which the tenant is liable.
6. The property is let unfurnished aside from white goods.

Liability for Council Tax

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

Hearing

8. 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

9. The Property is a ground floor flat, offering the following accommodation:

Property: Living room/kitchen, bathroom and one bedroom.

The Property benefits from gas central heating, double glazing, white goods and wood flooring.

The Property is situated in E13 with good access to public transport and local amenities.

Evidence

10. The parties submitted evidence to support their respective positions.

The Tenant

11. The Tenant made the following comments:

- a) The current rent of £1203 is fair and reflects the condition and features of the property. The property is not newly renovated and only includes basic appliances. I believe the proposed increase is too high compared to similar properties in the area. I am currently receiving benefits and affected by the benefit cap, which limits my ability to afford any increase in rent.
- b) I would also like the tribunal to consider that the property is not in a newly renovated condition and only provides basic facilities. The current rent already reflects the condition of the property.
- c) I respectfully ask the tribunal to consider maintaining the current rent level.
- d) I would experience financial hardship if the rent is increased. I rely on benefits as my main source of income and I am affected by the benefit cap, which limits the amount I can receive. An increase in rent would make it difficult for me to afford essential living costs such as food, utilities, and other basic needs
- e) The legal validity of the notice of increase is not challenged.
- f) No details or evidence of any comparable rental details were submitted by the Tenant to support their position on the market rent.

The Landlord

12. The Landlord's Representative made the following comments:

- a) The Landlord agrees the following matters:
 - The tenancy commenced on 3 August 2023 as an Assured Shorthold Tenancy at an initial rent of £1,100.00 pcm.
 - The tenancy has since continued as a statutory / contractual periodic tenancy.
 - The current passing rent is £1,203.00 pcm (following a previous rent adjustment).

- Rent is contractually payable on the 1st day of each calendar month under clause 1.1 of the tenancy agreement.
- b) The Landlord does not accept the Tenant's assertion that the property's condition merits any material downward adjustment from open-market rent.
- c) The property is maintained in accordance with the Landlord's repairing obligations under section 11 of the Landlord and Tenant Act 1985 and clauses 2.3 to 2.7 of the tenancy agreement. The Tenant has not identified any specific outstanding disrepair, and no compensable disrepair claim has been notified to the Landlord.
- d) The Tenant's submissions on 'not newly renovated' and 'basic facilities' are self-serving and are not supported by any comparable evidence. They are consistent with the condition of the properties used by the Landlord as comparables, and are already reflected in the market rents so evidenced.
- e) the Landlord maintains the proposed new rent of £1,600.00 per calendar month, with effect from 3 May 2026.
- f) The Landlord submitted a statement of case setting out evidence and submissions in support of the proposed rent.
- g) The Tenant asserts financial hardship on the basis of receipt of Universal Credit and application of the benefit cap. The Landlord's position is that the market rent under sections 13 and 14 of the Housing Act 1988 is to be determined by reference to what the property would command on the open market between a willing landlord and a willing tenant. The Tenant's personal financial circumstances are not a factor in the level of the market rent. Under section 14(A3) HA 1988 (as inserted by the Renters (Reform) provisions), hardship is relevant only to the discretion to defer the effective date of the new rent — it does not permit the Tribunal to fix a lower rent than the open market rent.
- h) The Landlord respectfully submits that no undue hardship arises in this case, and that the effective date of 3 May 2026 should stand, because:
 - the passing rent (£1,203.00 pcm) is significantly below open market rent and has been for a material period of time.
 - the Tenant has benefited from this shortfall. The Tenant's Universal Credit housing element is currently paid at £1,203.00 pcm (i.e. matched to the current rent).
 - It is open to the Tenant to apply to the DWP to have the housing element reviewed upon a determined rent increase.
 - the benefit cap deduction of £189.22 is imposed by statute independently of the Landlord and does not fall for the Landlord to bear.
 - deferring the effective date would compound the shortfall already suffered by the Landlord and is not warranted on the facts.

13. Comparable evidence relied upon by the Landlord can be summarised as follows:
- (a) Flat 1, 100 Southern Road, London E13 9JD — £1,600.00 pcm, tenancy signed 12 May 2026. Same building as the subject property. Adopted by this Tribunal as "the most useful" comparable in LON/00BB/MNR/2026/0328.
 - (b) 2 Edwin House, London E13 — £1,675.00 pcm, tenancy signed 8 March 2026.
 - (c) 14 Samson House, London E13 — £1,725.00 pcm, tenancy signed 30 January 2026. Ground floor one-bedroom flat as per the subject property in terms of floor level and configuration.

Determination and Valuation

14. 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.
15. Relying on its own expertise and general knowledge of rental values in the area, with consideration of the comparables provided by the Landlord and the Tenant the Tribunal considers that the market rent of the subject Property would be in the order of 1,600 pcm. This is the rent we would expect the property to let for in the open market at the valuation date.

Open-Market Rent

£1,600.00 pcm

Undue hardship

16. The new rent takes effect from the date specified in 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 the date it makes its determination.
17. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they rely on benefits as their main source of income and an increase in rent would make it difficult to afford essential living costs such as food, utilities, and other basic needs.

18. The Landlord set out their response to the Tenant's hardship submissions in paragraph 12 (m.) above.
19. The threshold for demonstrating undue hardship is high. The Tenant has provided some evidence in the form of a screen shot showing income received in April 2026. Whilst helpful it does not provide a full picture of the Tenant's income. On the basis of the evidence and submissions provided by the Landlord and Tenant, the Tribunal considers that for the increase to take effect from the date specified in the Landlord's notice would not cause undue hardship and does not fix a later starting date.
20. The Tribunal determines the new rent amount at £1,600 per calendar month with effect from 03 May 2026 which is the date specified in the Landlord's Notice of Increase.

Decision

21. The Tribunal determines the new rent amount at £1,600.00 per calendar month with effect from 03 May 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 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.