

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AM/MNR/2026/0171
Property	Flat 3, Winslade House, Upper Clapton, Hackney, E5 9LA
Tenant	Hamere Ebisa
Tenant's Representative	Ms A Butler, Phoenix Legal Limited
Landlord	Ms Rebecca Sheikh
Landlord's Address	8 Lime Grove, Ilford, Essex, IG8 3DR
Landlord's Representative	Ms F Afroja Temple Solicitors Ltd
Date of Application	23 March 2025
Type of Application	Determination of an Open-Market Rent under sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr A Parkinson MRICS Mrs P Ogunfeibo
Date of Decision	28 September 2026
Rent Determined	£1,500.00 per calendar month
Date of Valuation	22 April 2026
Date the new rent takes effect	22 April 2026

REASONS FOR THE DECISION

Background

1. On 20 February 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,400.00 per calendar month (pcm) in place of the existing rent of £1,310.00 pcm to take effect from 22 April 2026.
2. On 23 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 an open-market rent.
3. The original tenancy commenced in April 2013. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant

4. As per section 11 of the Landlord and Tenant Act 1985.

Service Charges or furniture provided by the Landlord (other than carpets, curtains, 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 was let unfurnished.

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. A hearing was held on 15 September 2026 at 12.00pm by video platform. The hearing was attended by Hamere Ebisa (Tenant), Ms Alisha Butler (Tenant's Representative) Rebecca Sheikh (Landlord) and Ms Farjana Afroja (Landlord's Representative).
9. At the hearing Ms Butler (Applicant's Representative) and Ms Afroja (Landlord's Representative) highlighted the relevant evidence and submissions (summarised at paragraphs 20 to 25 below), in support of their respective positions.

10. The Respondent's representative submitted late evidence on 10 September 2026 comprising a Respondent's witness statement and supporting evidence. The Tribunal invited representations from the parties at the hearing on the admission of the late evidence which the Tribunal deliberated following the hearing. The Tribunal decided not to accept the late evidence on the basis that the Respondent had the opportunity to submit the evidence within the 28 day timeframe allowed but failed to do so and so it would be unfair to the Applicant to allow the very late submissions from the Respondent.
11. At the hearing Ms Butler stated that the property is still in a state of disrepair as a result of damp and mould throughout and there is a defective window in one of the bedrooms which has been screwed shut. Additionally the Tenant has paid to replace some floor coverings and internal redecoration as a result of the disrepair. Ms Butler stated that the kitchen has minimal work surfaces.
12. Within the evidence submitted by the Tenant is a June 2023 housing conditions report which formed the basis of a housing disrepair claim in the County Court in 2024.
13. Ms Butler stated that the market rent should be £1,300 as a result of the condition and disrepair in the property.
14. In response Ms Afroja stated that the majority of the works highlighted in the 2023 housing conditions report have been undertaken aside from the works to address the damp and mould. It was stated that this will require extensive works for which the Tenant will need to vacate the property.
15. Ms Afroja stated that the property benefits from a balcony, communal garden and car parking which the Tenant neglected to mention.
16. Ms Afroja stated that the market rent is £2,400 and reflects the rents of similar two bedroom properties in the E5 area. Ms Afroja states that the comparable evidence submitted by the Tenant is outside of E5 and therefore cannot be considered comparable.
17. In response Ms Butler stated that only one of the properties was outside of E5. Ms Butler stated that extensive work is still required to deal with the disrepair, particularly the damp and mould and the Tenant is concerned that if she moves out for the work to be completed, she will not be allowed to return. Further that she has offered for the works to be completed around her whilst she remains in occupation as the Tenant is unable to afford to pay the rent for an alternative property as well as the subject property whilst the work is undertaken.

18. The Tribunal has considered this case on the basis of the video hearing, the evidence and submissions provided by the parties and its own knowledge and specialist expertise.

The Property

19. The Property is a first floor flat offering the following accommodation:

Sitting room, kitchen, bathroom and two bedrooms.

Outside: Balcony, communal garden and parking.

The Property benefits from central heating and double glazing.

The Property is situated in Upper Clapton and has good access to public transport and local shops and amenities.

Evidence

20. The parties completed the relevant MR1 (tenant) and MR2 (landlord) with supporting evidence.

The Tenant

21. The Tenant made the following comments:

- a) The rent should not be increased as the tenant and children have lived with damp and mould and disrepair since 24 June 2021. She brought a successful claim for disrepair and the court ordered that the Landlord carry out all repairs. The court also awarded costs and damages.
- b) To date the repairs have not been completed and only £1,000 has been paid off the court awarded debt.
- c) The flat remains in a state of disrepair.
- d) The County Court hearing bundle from the disrepair case was enclosed including the 2023 housing conditions report as well as the 2019 tenancy and photos of the interior and exterior of the property.

The Landlord

22. The Landlord made the following comments:

- a) A new tenancy agreement has been issued on 22 February 2026 which the tenant denied to sign and failed to mention in the application. A copy was enclosed.
 - b) The Landlord disagrees with the photographic disrepair evidence (provided by the Tenant).
 - c) An inspection is not required.
 - d) The Tenant refuses to pay the current market rate and wishes to pay the same rent as set out in 2013 which is unfair on the Landlord.
23. The Landlord provided comparable evidence in the form of property portal rental listings with asking rents ranging from £2,200 pcm to £2,900 pcm. All listings are for two-bedroom flats within the E5 postcode albeit period properties, which the subject property is not.

The Tenant

24. The Tenant's representative submitted a statement of Ms Alisha Butler (Tenant's Representative) along with the MR2 in response to the Landlord's response above, which can be summarised as follows:
- a) Details of the housing conditions report from 2023 were provided along with details of subsequent county court proceedings.
 - b) The Tenant submits that the property remains in poor condition.
 - c) The Tenant submits that the Landlord is cherry picking comparable properties as there are listings of similar properties from £1,803 to £2,000 pcm.
 - d) Some of the comparable evidence provided by the Landlord has been advertised for some time and subsequently reduced.
 - e) The Property in its current state of disrepair does not reflect comparable rental properties.
25. The Tenant's representative also provided comparable evidence in the form of a table and corresponding property portal screen shots to six property listings for two bedroom flats with asking rents ranging from £1,900 to £2,000 for the five properties in E5 and £1,803 in N16.

Determination and Valuation

26. 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 date 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 and this only relates to the rent start date rather than the market rent amount.

27. Relying on its own expertise and general knowledge of rental values in the area, and taking into account the comparables provided by the Landlord and Tenant, the Tribunal considers that the market rent of the subject Property would be in the order of £2,150 pcm. This is the rent the Tribunal would expect the property to let for in the open market at the valuation date.
28. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Condition
 - b) Disrepair including resultant damp and mould

The valuation is shown below:

Starting Rent	<u>£2,150.00 pcm</u>
<u>Less</u>	
a) Items given under a) and b) above	<u>£650.00</u>
Open-Market Rent	£1,500.00 pcm

Decision

29. The Tribunal determines the new rent amount at £1,500 per calendar month with effect from 22 April 2026 which is the date specified in the Landlord's Notice of Increase.

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.