	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AY/MNR/2026/0194**
Property	**Apartment 36, 52 Bedford Road, Clapham East, London SW4. 7HJ.**
Tenant	**Jose Manuel Vieira Margues.**
Tenant's Representative	**In person.**
Landlord	**The Riverside Group Limited.**
Landlord's Address	**2 Estuary Boulevard, Liverpool, L24 8RF.**
Landlord's Representative	**In person.**
Date of Application	**23 March 2026.**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Ms. A. Hamilton-Farey.** **Ms. S. Greer.**
Date of Decision	**19 October 2026.**
Rent Determined	**£369.23 per week.**
Date the new rent takes effect	**6 April 2026.**

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REASONS FOR THE DECISION

Background

1. **For the benefit of the Tenant: The Landlord of this tenancy is a Registered Provider of Social Housing ("SHP"). The rents charged by SHP's are controlled by the Government/the rent policy of the landlord. As such rents under these tenancies are lower than would be expected in the open market for similar accommodation.**

2. **The role of the Tribunal is to set a market rent that is, a rent at which the property would reasonably expect to let on the open market, with a willing Tenant and Landlord, disregarding any improvements made by the Tenant and the personal circumstances of the parties. The market rent is likely to be significantly higher than the rent set by an SHP.**

3. **The Tribunal is unable to set a 'social rent' and although the landlord may, and indeed, is likely to charge less than the market rent shown on this decision, it may not charge more.**

4. On **12 February 2026** the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of **£266.05 per week** in place of the existing rent of **£253.87 per week,** with the new rent to take effect from **6 April 2026.**

5. 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 a market rent.

6. The assured tenancy commenced on **15 December 2016**. The rental period is **weekly.**

7. A differently constituted Tribunal made a determination of the market rent on **22 June 2026 at £360.00 per week, with effect from 6 April 2026.**

8. The Tenant appealed that determination, and by a decision dated **11 August 2026** that determination was set aside, to be dealt with a different Tribunal. For this reason, this matter has come before us today.

Allocation of Repairs between Landlord and Tenant.

9. 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.

10. **None.**

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.

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

12. **None.**

Inspection/Hearing

13. The Tenant requested an inspection; this was refused by a decision of Ms. Davey a legal officer on 19 May 2026. Neither party requested an oral hearing, and the Tribunal proceeded on the basis of the papers provided and their own specialist expertise.

The Property

14. The Property is described as a **4th floor flat, comprising one bedroom, kitchen, bathroom, living room of approximately 50m² with the benefit of double glazing, electric heating and 'plastic carpet' (Tenant's description). No white goods are supplied by the landlord.**

Evidence

15. The Tenant returned the Tribunal's Reply form, however, the landlord did not return the form or make any submissions.

The Tenant.

16. The Tenant made the following comments:

    a) The rent should be reduced to £200.00 per week to reflect the defects including water ingress, faulty alarm, electrical concerns and incomplete repairs by the landlord.

b) Photographs of the flat itself, and the common parts, exterior views were supplied by the Tenant to support his case.

17. The Tenant did not provide any rental evidence on which he based his claim for a rent reduction.

The Landlord

18. The Landlords did not provide any rental evidence or make any submissions in relation to the Tenants concerns regarding defects.

Valuation and Determination:

19. Without any rental evidence from the parties, the Tribunal must rely on its own expert, general knowledge of rental values in the area.

20. We find that the open market rent for a one-bedroomed flat in the area would be in the region of £2,000.00 per calendar month. That would be the rental for a refurbished, furnished, flat with white goods, carpets and let on a standard tenancy.

21. However, the subject property has not been refurbished, does not have white goods, and according to the Tenant, has plastic carpet, this has not been denied by the landlord. In addition, the terms of the tenancy are different, in that under the terms of this tenancy, the Tenant is liable for redecorating internally, whereas on the open market there is no such liability, a deduction for this must therefore be made.

22. The Tribunal finds therefore that the market rent noted above should be discounted to take account of these matters as follows:-

23. **Open market rent:**		**£2,000.00**
Less: Different tenancy terms 10%	£200.00	
Lack of white goods, carpets and Modernisation 10%	£200.00	**£1,600.00**
Adjusted market rent for the subject property		**£1,600.00pcm**

This figure equates to £369.23 per week.

Undue hardship

24. The new rent takes effect from the date specified in the Landlord's Notice of Increase 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 a Tribunal makes its determination.

25. The Tenant has not provided any evidence to support a later starting date for the new rent.

Decision

26. **The Tribunal determines the market rent for the subject property at £369.23 per week, with effect from 6 April 2026.**

27. **As identified at the start of this decision, the Tribunal can only set a market rent, which is the maximum rent the Landlord can set. However as a Registered Provider of Social Housing, the Landlord has restrictions on the amount of rent it can charge, and therefore it is likely that the rent to be charged to the Tenant will be that shown on the Notice of Increase.**

Tribunal: Ms. A. Hamilton-Farey.
Ms. S. Greer.

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.