	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00BE/MRA/2026/0021**
Property	**Unit 5, 83 Crampton Street, London, SE17 3BQ**
Tenant	**James Cash & Wiem Ben Rim**
Tenant's Representative	**In Person**
Landlord	**Marco Carre**
Landlord's Address	**C/O, Stirling Ackroyd Letting & Estate Agents Woking, 44 Commercial Way, Woking, GU216HW**
Landlord's Representative	**In Person**
Date of Application	**3 June 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr A Harris LLM FRICS** **Ms A Onigbode**
Date of Decision	**22 October 2026**
Rent Determined	**£2340.00 per calendar month**
Date the new rent takes effect	**19 November 2026**

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REASONS FOR THE DECISION

Background

1. On 1 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2700.00 per calendar month (pcm) in place of the existing rent of £2400.00 pcm to take effect from 19 August 2026.

2. On 3 June 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 assured tenancy commenced on 19 July 2025 for a term of 2 years. The rental period is monthly on the 19th of the month.

Validity of Notice

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid due to the following reasons an incorrect date entered into box 4.4 of form 4A.

5. The Landlord stated that the date was a simple mistake.

6. The tribunal does not consider the error to be misleading to the reasonable recipient given the start date of the tenancy agreement and the notice is valid. *(Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd [1997] AC 749).*

Allocation of Repairs between Landlord and Tenant.

7. 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.

8. The furniture provided is Mirror Media unit x 2, Sofa, Foot Pouffe, Curved chair, Dining Table, Chairs x 6, Kettle, Microwave, Dishwasher, Oven, Fridge & Freezer,

Washing Machine, Bed x 2, Shelving unit and storage containers, Bedside cabinet.

9. The rent is inclusive of service charges.

Liability for Council Tax

10. The Tenants are responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Hearing

11. A hearing was held on 22 October 2026 by video platform. The Tribunal has considered this case on the basis of the oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

12. The Tribunal did not inspect.

13. The Property is a ground floor split level, purpose built flat, offering the following accommodation:

Ground floor; kitchen/reception room, bedroom, bathroom/wc and utility room. Mezzanine floor; bedroom and shower room/wc.

The Property is situated in close to Elephant and Castle with local shopping and public transport.

Evidence

The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant.

14. The Tenants gave evidence that major building works were being undertaken to the building including replacement of cladding. The works have been taking place throughout the tenancy and are not due to finish until the early new year. The scaffold affects the level of natural light and noise is intrusive. One of the

tenants works from home. Scaffolding is visible in photographs taken close to the date of the notice and could be seen during the video hearing.

15. In terms of rental evidence, the Tenant had provided.

2 Kenniington Lane	£ 2,350.00		0.2 miles away available Aug 26	
Cotham St	£ 2,500.00		0.2 miles away reduced 22/6/26	
doddington Grove	£ 2,290.00		0.3 miles away reduced29/6/26	
Metro Central heights	£ 2,500.00		0.4.miles added 2/7/26	
Newington Causeway	£ 2,500.00		0.4 miles added 26/6/26	
Macleod St	£ 2,250.00		0.4 miles added 26/6/26	let agreed
Metro Central heights	£ 2,470.00		0.4 miles reduced 17/6/26	
Bath Terrace	£ 2,500.00		0.5.miles let agreed	
Dartford St	£ 2,350.00		0.5 miles added 5/6/26	
New Church Rd	£ 2,500.00		0.8 miles let agreed	
Bermondsey St	£ 2,450.00		1 mile let agreed	
Albany rd	£ 2,300.00		1 miles added 2/7/26	
Peckham Grove	£ 2,400.00		1.1 miles added 5/5/26	
Vestry Mews	£ 2,500.00		1.4 miles added11/5/26	

The Landlord

16. The Landlord stated the flat had previously been rented for £2900 pcm but he was not seeking that level. A price reduction had ben given when letting for the asking rent of £2500 pcm.

17. The following comparables were provided by the Landlord:

Printworks Amelia St	£ 2,700.00		2 bed flat from 12/6/26	very close
Printworks	£ 2,700.00		2 bed no longer advertised	
Steedman St	£ 2,700.00		2 bed flat from 12/6/26	
printworks	£ 2,600.00		let agreed	
Amelia St	£ 2,600.00		let agreed	
Printworks	£ 2,600.00		let agreed	
Crampton St	£ 2,600.00		no longer advertised	

Determination and Valuation

18. The Tribunal considers the comparables provided by the Landlord are the closest and provide the best guide to rent in the immediate vicinity. However the Printworks and the other comparables are not undergoing cladding replacement works which interfere with the amenity of the flat.

19. The Tenants comparables are further away or lack the second bathroom and the tribunal places less weight on them.

20. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the parties, the tribunal considers that the market rental of the subject Property good on the valuation date would be in the order of £2600.00 pcm. This is the rent we would expect the property to let for in the open market with the contents as provided by the landlord.

21. From this level of rent, the Tribunal has made adjustments in relation to the following:

    a) Disruption from the building works and relying on its knowledge and experience make a deduction of 10% for this factor.

    The full valuation is shown below:

		PCM
AST Market rent		£ 2,600.00
less works disturbance	10.0%	-£ 260.00
Market rent		**£ 2,340.00**

Undue hardship

22. Under s14ZB of the Act, the new rent takes effect from the next rent date following the date of the determination 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 by up to 2 months.

23. The Tenant has asked the Tribunal to fix a later starting date in this case but has not provided evidence.

24. The Landlord does not accept that hardship would apply as the affordability assessment at the start of the tenancy indicated they could afford a rent of around £2865 pcm.

25. The Tribunal considers that for the new rent to take effect from 19 November 2026 being the date in this decision would not cause undue hardship

Decision

26. Therefore, the Tribunal determines the market rent at £2340.00 per calendar month with effect from 19 November 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 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.