	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00BB/MRA/2026/0117**
Property	**2 Eden Place, Flat 802, Ellipse House, London, E161JN**
Tenant	**Yemi Mary John**
Tenant's Representative	**N/A**
Landlord	**Fung Mei Jacky Wong**
Landlord's Address	**c/o Madison Brook, Railway Arches, 8A Chancel Street, London SE1 0UR**
Landlord's Representative	**Madison Brook (Agency) Limited**
Date of Application	**10 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Member	**Mr A Parkinson MRICS**
Date of Decision	**07 September 2026**
Rent Determined	**£2,900 per calendar month**
Date of Valuation	**07 September 2026**
Date the new rent takes effect	**06 October 2026**

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REASONS FOR THE DECISION

Background

1. On 25 June 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,900.00 per calendar month (pcm) in place of the existing rent of £2,850.00 pcm to take effect from 06 October 2026.

2. On 10 July 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 06 October 2025. 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 charge for which the Tenant is responsible. The property is let unfurnished.

Liability for Council Tax

6. 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.

7. It is stated by the Tenant that charges are payable for community energy for the building which vary depending on usage. It is assumed by the Tribunal that this is a charge for heating and hot water within the flat which a Tenant would normally be expected to pay in addition to the rent, based on the copy invoice provided by the Tenant.

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 an eighth floor flat forming part of a modern residential development, offering the following accommodation:

   Property: Reception room/kitchen, utility, two bedrooms and two bathrooms.

   Outside: Balcony

   The Property benefits from timber floor coverings.

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

Evidence

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

The Tenant

11. The Tenant made the following comments:

    a) The Tribunal is respectfully requested to consider a significant contradiction in the letting agency's management of this tenancy. Before signing, the agency explicitly stated that the landlord intended to sell the property after one year. This compromised long-term security and the uncertainty of a potential sale means it's unlikely a tenant in the open market would pay an even higher rate put forward by the landlord and agency for a property burdened by an impending sale. Given that, it is unjust to now demand an increased rent especially when the landlord retains the option to sell the apartment imminently.
    b) In all similar lets, many in the same compound and block and boasting the same amenities, and all with the same EPC rating and fully furnished as seen above rent is much lower as shown with both agree lets and listings. The apartment additionally comes entirely unfurnished. Utilities are separate and communal energy bill is also separate. There are also apartments in same area with larger square footage letting at a

much lower rate. With the acknowledgment that that the square footage is about 990sq ft and the amenities in the building, I believe the rent I proposed (£2,700), that is higher than all of the listings shown above is in line with market value.

c) A rent increase will cause hardship because the rent will become unaffordable for me. A delay would allow me to save up for a new deposit, cost of moving and find a new place to live. A delay would help prevent me from falling into immediate rent arrears.

d) The Tenant provided photos of the Property, the floorplan, the landlord's notice of increase and tenancy agreement.

12. The Tenant provided the following details for rental property listings:

a) 2 bedroom, 2 bathroom apartment, in the same compound with the same address, energy rating and the same amenities plus fully furnished let agreed at £2,600 https://www.zoopla.co.uk/to-rent/details/73324191/

b) 2 bedroom, 2 bathroom apartment, in the same area (E16), with the same EPC rating (B) with similar wood flooring, on top floor, similar square footage of 904 sq. ft and part furnished listed at £2,250 https://www.zoopla.co.uk/to-rent/details/66059270/

c) 2 bedroom, 2 bathroom apartment, in the same area (E14) with same EPC rating and great square footage of 1017 sq.ft plus fully furnished Let agreed at £2,500 https://www.zoopla.co.uk/to-rent/details/73597015/

d) 2bedroom, 2 bathroom apartment, in the same area (E16) with similar amenities (gym and communal areas) plus fully furnished listed at £2,535 https://www.zoopla.co.uk/to-rent/details/70923679/

e) In all similar lets, many in the same compound and block and boasting the same amenities, and all with the same EPC rating and fully furnished as seen above rent is much lower as shown with both agreed lets and listings.

The Landlord

13. The Landlord's representative made the following comments:

a) The Tenant has appealed for a lower rent than what she is currently being charged before the increase on the Section 13. The existing contractual rent isn't under review- only the proposed new rent is.

b) A BPG (Best Price Guide) was submitted with the completed MR2 form providing comparable rental listings and an email that highlights the discrepancy in the comparable properties the tenants have provided to review. The email from Mr Eagle, Lettings Manager at Madison Brook states:

The comparables in which were provided as screenshots by the tenants cannot all be used a comparables.

One comparable which was provided is in a building built in 2006, Ellipse House completed in November 2024 (Ellipse is 18 years newer) and does not offer the same level of facilities or specification.

Another is in a development in Gallions Reach, the price is reflective of the location and again, the level of facilities on offer. I cannot use them as comparables here.

The two comparables provided by the tenants which are within the development are smaller units, around 754–757 sq ft, let at £3.36–£3.43 per sq. ft. At £2,900, Flat 802 works out at £2.91 per sq ft below every unit in the examples I have referenced below out and well below those smaller units.

I have attached examples in the development only and reference to the price per sq. Ft.

Asking Rent	**Sq. FT**	**Price P/Sq. Ft**
£2,800.00	803	£3.40
£2,700.00	757	£3.35
£2,690.00	891	£3.01
£2,650.00	625	£4.11
£2,648.00	848	£3.12
£2,600.00	757	£3.43
AVERAGE £2,681.33	AVERAGE 780.16	AVERAGE £3.43

The two units closest in size to Flat 802 (998 sq ft) are the 891 sq ft and 848 sq ft, which let at £3.02 and £3.12 per sq ft respectively.

Applying this to 998 sq ft indicates a market rent of between £3,013 and £3,116 and in both cases above the proposed £2,900.

Even allowing for the fact that Flat 802 is larger and that larger units typically command a slightly lower rate per square foot, the proposed figure sits comfortably below what these comparables support.

In effect, the rent already reflects a substantial discount per square foot on account of the flat's larger size. The tenant is paying less per

square foot than occupiers of the smaller apartments, for a larger flat in a newer building on the development.

For completeness, the proposed increase of £50 represents a 1.75% uplift on the current rent, below inflation.

The Tenant

14. In response to the Landlord's MR2 the Tenant made the following comments:

a) The MR2 form solely relies on using apartments that were offered as fully furnished as reference. As per our rental agreement, the apartment is rented entirely unfurnished. In London, unfurnished apartments are generally up to 15% to 20% cheaper than furnished apartments. Please keep in mind in the initial claim it was outlined how during sale the landlords intention to sell the apartment therefore advertised as a shorter term arrangement. It is also true that shorter term rentals offer premium prices for furnishing, being unfurnished we have to remove this premium pricing from rent. I can concede however on a more conservative number of 5%-10% given it is a larger unit at 2 bedrooms. A link was provided to a blog entitled - Furnished vs. Unfurnished Rentals in London: Which is More Profitable for Landlords?
b) In addition, The landlord generally pays the service charge to the building management. This cost is almost always implicitly built directly into your monthly rent rather than sent to you as a separate bill. This is not the case for our rental agreement at apt 802 which the MR2 form and landlord did not take into consideration in their response. On average a monthly charge of £92.67 is charged by community services which if included in current rent as would be typically of community energy charges in rental units, this would bring current monthly rent to £2,942.67. A copy invoice was provided for the district heating charge for apartment 802 (the Property). The district heating charge for the period 06 October 2025 to 31 March 2026 was £556.03.
c) If those properties are being used as comparables, the Tribunal should consider whether their rental terms and the costs borne by their occupants are genuinely equivalent to those applicable to Flat 802.
d) I accept that comparables should be reasonably comparable in terms of location, building, specification, size and facilities. However, I dispute the suggestion that the landlord's development-only comparables establish a market rent of £3,013–£3,116 for Flat 802.
e) The landlords representative relies heavily on the fact that Flat 802 is approximately 998 sq ft and compares it with smaller apartments of approximately 754–757 sq ft.

f) I accept that comparables should be reasonably comparable in terms of location, building, specification, size and facilities. However, I dispute the suggestion that the landlord's development-only comparables establish a market rent of £3,013–£3,116 for Flat 802.
g) I accept that the larger size of Flat 802 may result in a lower £/sq ft figure. Applying this logic that the landlord's representative has already stated, the simple calculation then applied that the £/sq ft rates of the smaller apartments to the entire 998 sq ft, producing a headline figure of £3,013–£3,116 does not follow their own logic.
h) The agreed let below for instance shows a similarly new unit in Mercier court with same amenities of access to gym, pool and spa completed in 2018 at £2.707 sq/ft. Equivalent to £2,701. This apartment also has added fully furnished in contrast to our current agreement.
i) I dispute the landlord's conclusion that £2,900 is "demonstrably at or below" open-market rent

Determination and Valuation

15. 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.

16. Relying on its own expertise and general knowledge of rental values in the area, and 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 £2,900 pcm. This is the rent we would expect the property to let for in the open market at the valuation date.

Open-Market Rent **£2,900 pcm**

Undue hardship

17. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after 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 up to two months after it makes its determination.

18. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because the rent will become unaffordable but the Tenant hasn't provided any information or evidence to support their financial position or provide any justification.

19. The Landlord did not respond to the Tenant's application for postponement due to hardship.

20. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence to support their position. On the basis of the lack of evidence, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.

21. The Tribunal determines the new rent amount at £2,900.00 per calendar month with effect from 06 October 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

Decision

22. The Tribunal determines the new rent amount at £2,900.00 per calendar month with effect from 06 October 2026 as this is the same as the proposed rent of £2,900.00 per calendar month.

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.