	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/OOAM/MRA/2026/0357
Property	Flat 1, 81 Alvington Crescent, London, E8 2NN
Tenant	Kayla Surrey
Tenant's Representative	None
Landlord	Hope Moon Limited
Landlord's Address	St Andrew House, 11 Dalton Court, Commercial Road , Darwen, Lancashire, BB3 0DG UK.
Landlord's Representative	Foxtons Ltd
Date of Application	24 August 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS W Gibbs
Date of Decision	23 October 2026
Rent Determined	£2100.00 per calendar month
Date of Valuation	28 August 2026
Date the new rent takes effect	28 October 2026

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REASONS FOR THE DECISION

Background

1. On 23 June 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2300.00 per calendar month (pcm) in place of the existing rent of £2100.00 pcm to take effect from 28 August 2026.

2. On 24 August 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 27 July 2025. The tenant stated in their application form they did not sign a new tenancy in 2026. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. The tenancy agreement [24/92] at paragraph 11 .1 says;

" To permit any Superior Landlord, the Landlord or the Landlord's Agent and all other persons authorised by the Landlord with or without workmen and others and will all necessary equipment at all reasonable times during the Tenancy with prior appointment (except in case of emergency) to enter upon the Property and to examine the condition of the same or to inspect, maintain, repair, alter, improve or rebuild the Property or any adjoining or neighbouring Property or to maintain repair or replace the Fixtures, Fittings and Effects or for the purpose of complying with any obligations imposed on the Landlord by law."

5. The Tribunal finds the landlord is responsible for repairs.

Liability for Council Tax and Utilities

6. The Tenant is responsible for the payment of Council Tax and Utilities in respect of the Property.

Hearing

7. 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

8. The property is described in the application as a one-bedroom flat, reception with kitchen, bathroom. The entire flat is said to be approximately 550 square feet, or 50 sq meters.

9. The tenant says: “there are wall heaters in the bedroom and living room. It’s fake wood floors. No double glazing. There is a full fridge, an oven and stovetop, The place was agreed to come unfurnished, though when I moved in, there was still some furniture.”

10. The tenant says the flat recently experienced a break in through the front door and that the tenant had to pay for emergency boarding after the break in. The tenant provides a copy of the invoice for the securing the property. [34/92]

11. The tenant provided several photographs showing the communal internal stairs and the communal front door.

Evidence

12. The parties completed the relevant MR1 (tenant) and an MR2 (landlord).

The Tenant

13. The Tenant made the following comments:

    a) The Tenant in their application form considered that a sum of £2100 per month was fair.

    b) Additionally, the tenant noted they had paid for emergency boarding after the break in.

14. The Tenant did not provide comparable rental evidence.

The Landlord

15. The Landlord made the following comments:

    a) Within the Landlord’s reply form for open market decision, the landlord at box 2.2 has said “the tenant agreed to pay the rent increase proposed and the date the increased rent would take effect was inputted correctly.”
    b) At box 2.4 “The Landlord says “the break in at the property happened after the rent increase was agreed and the tenant is now withholding rent for other things that the landlord has not agreed to evben though the property has now been secured. The tenant agreed to the rent increase

which they agreed with their landlord and then reached out to Foxtons to notify us of it and requested further information on next steps meaning the Section 13 was then served."

c) By e mail dated 23 June 2026, Premier clients" noted "LL and TT have agreed increase to £2,300.

d) The landlord provided a comparable property;

(i) Alvington Crecent, Dalston E8. one bedroom flat on first floor with balcony, £519.23 per week. The letting details include a photograph.

Determination and Valuation

16. 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.

17. The Tribunal was in receipt of only one piece of comparable evidence and that was an asking price rather than a settled letting. The comparable in Alvington Crescent had an asking rental of £2250 pcm.

18. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £2250 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties.

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

a) Electric heaters only
b) No double glazing

The full valuation is shown below:

Starting Rent	£ 2250.00 pcm
Less	

a)	Items given under a) and b)	£ 150.00 pcm

Open-Market Rent £ 2100.00 pcm

Undue hardship

20. 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.

21. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says within the application, they will be caused undue hardship if there was an increase however no evidence was submitted. In the absence of evidence supporting hardship, the Tribunal does not determine undue hardship.

Decision

22. The Tribunal determines the new rent amount at £2100.00 pcm with effect from 28 October 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.