	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00BH/MNR/2026/0479**
Property	**45 Jordan Court Heathcote Grove, Chingford, London, E4 6RZ,**
Tenant	**Christopher Michael**
Tenant's Representative	**None**
Landlord	**Aldergate Realties Ltd**
Landlord's Address	**48 High Street, Arnold, Nottingham, NG5 7DZ,**
Landlord's Representative	**None**
Date of Application	**2 June 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr D Jagger MRICS** **Mr C Piarroux JP**
Date of Decision	**28 October 2026**
Rent Determined	**£1,050 per calendar month**
Date the new rent takes effect	**5 June 2026.**

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REASONS FOR THE DECISION

Background

1. On 14 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,400 per calendar month in place of the existing rent of £1,300 per month to take effect from 5 June 2026. This being an increase of £100 (approximately 7.6%).

2. On 2 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 the 5 August 2012. The Tribunal were presented with a copy of the agreement at a rent of £750 per month. The tenancy was for a term of 6 months; therefore, this is a statutory tenancy agreement.

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:

5. No furniture was provided at the commencement of the tenancy agreement.

6. No service charges are payable by the Tenant.

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.

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

8. There are none.

Inspection/Hearing

9. The Tenant requested a hearing which was agreed to by the Tribunal.

10. The Tribunal has therefore, considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Hearing.

11. A Video hearing via CVP to hear the parties' representations in this case was arranged for the 28 October 2026 at 2pm. The parties declined to take part in the hearing. The Tribunal were of the opinion there was sufficient written evidence together with photographs and a video in order to make a determination.

The Tenant's Submissions

12. The flat is unmodernised; the kitchen and sanitary fittings are dated and damaged.

13. During the past 15 years no maintenance whatsoever has been undertaken by the Landlord.

14. The carpets and floor coverings are in poor condition.

15. Following the erection of an upper floor to create two flats there have been significant water ingress which has caused severe damage to the walls and ceilings

16. The external areas and common parts are in poor condition with a build-up of rubbish and poor estate management which must be reflected in rental values.

17. The erection of the third floor and associated scaffolding caused significant disturbance "it was like living on a building site"

18. There is no external lighting and poor security.

19. For these reasons the Tenant considers an appropriate rent should be £1200 per month.

The Landlords Submissions

20. Rental values for 2-bedroom flats in the area are in the region of £1700 per month.
21. Repairs are carried out as necessary and common parts are regularly cleaned.

The Property

22. The property is a purpose built second floor flat forming part of a four storey building built around the 1930's with communal access arrangements. Originally, this was a three storey block and an additional floor was erected around 2015. The accommodation comprises, one bedroom, living room, kitchen and bathroom. The flat has an EPC Rating of D which is average and a stated floor area of 49m2. The property has gas central heating, double glazed windows, and flooring coverings.

    Outside: The property has brick elevations under a flat roof. There are non-allocated parking spaces and communal areas.

    The Property is situated in an established residential area close to local amenities.

Evidence

23. Both parties returned the Tribunal's completed Rent Appeal Statements, the Tenant provided ogether with helpful photographs and a Video of the water ingress. The handwritten submissions made by the Landlord were almost illegible. No comparable evidence was produced by the parties.

24. The Tribunal noted the Tenant's significant written submissions. We were shown compelling photographs and video evidence of the severe damage caused by the water ingress.

25. The flat has serious disrepair and mould. We have no doubt that the enjoyment of the Tenant's living conditions was severely affected by the damage caused by the water ingress. We do consider that the Tenant may have been treated in a derogatory manner by the Landlord. He was paying rent for the use of a flat which has been severely affected by water ingress.

Determination and Valuation

26. Section 14 of the Housing Act 1988 requires the Tribunal to determine the rent at which it considers the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy, on the terms of the subject tenancy other than as to rent, and disregarding the matters set out in section 14(2). Those disregards include any effect on the rent attributable to the

fact that the Tenants are sitting tenants, and any increase in value attributable to a relevant improvement carried out by the Tenants.

27. The Tribunal is grateful to both parties for the written statements and helpful submissions made at the hearing.

28. Relying on its own expert, general knowledge of rental values in the Chingford area, the Tribunal considers that the market rental of the subject property, modernised and in good condition would be in the order of £1500 per month. This is the rent we would expect the property to let for in the open market including having white goods and curtains provided by the landlord.

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

    a) Damage caused by water ingress
    b) Dated kitchen unit and bathroom units
    c) Poor estate management of external areas and common parts.
    d) Disrepair to floor coverings

33. The Tribunal has considered very carefully this information and usings its own expertise considers that a deduction of £450 should be applied in order to take account of the above matters. It should be noted that this figure cannot be. a simple arithmetical calculation and is not based upon capital costs but is the Tribunal's estimate of the amount by which the rent would need to be reduced to attract a tenant.

    The full valuation is shown below:

Starting Rent	£1,500
Less	
a) Items given under a)-d) above	£450
Market rent	**£1,050 pcm**

Undue hardship

34. 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.

35. The tenant has stated that any proposed rent increase would cause undue hardship. The decision of the Tribunal does not increase the rent and accordingly sets the starting date for the new rent as 5 June 2026.

Decision

36. Therefore, the Tribunal determines the market rent at **£1,050 per calendar month** with effect from the **5 June 2026** being the date of the Landlord's notice.

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.