FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AM/MRA/2026/0280**
Property	**:**	**14 Time Square** **Colvestone Crescent** **London E8 2LT**
Applicant	**:**	**Rosey Gilbey & Dominic Mill (Tenants)**
Representative	**:**	**None**
Respondent	**:**	**Joanne Ratcliffe (Landlord)**
Representative	**:**	**Dexters (Agent)**
Date of Application	**:**	**9 August 2026**
Type of Application	**:**	**Determination of a Market Rent sections 13 &14 Housing Act 1988**
Tribunal Members	**:**	**N. Martindale FRICS** **A Onigbode**
Date of Decision	**:**	**9 November 2026**
Rent Determined	**:**	**£2300 per calendar month**
Date of new rent start	**:**	**1 December 2026**

REASONS FOR DECISION

Background

1 A landlord's notice FORM 4A, dated 12 June 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £2400 per calendar month in replacing a passing rent of £2300 pcm, with effect from 1 September 2026.

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2 At a date, prior to the effective date, under S.13(4)(a) Housing Act 1988 the tenant referred the landlord's notice proposing a new rent, to the Tribunal for determination.

3 The assured tenancy is now periodic calendar monthly.

Allocation of Repairs between Landlord and Tenant

4 As per S.11 Landlord and tenant Act 1985.

Landlord's Service Charges and Furniture provided and costs.

5 Furniture included: Sofa bed, wardrobe, book case. Landlord's white goods and a variety of other fixed floor finishes assumed.

Liability for Council Tax

6 Tenant.

Other relevant terms of tenancy

7 None

Inspection and Hearing

8 An inspection is not routinely carried out. The Tribunal is content that it has sufficient information on the Property, its condition and on comparables, from a combination of the written and any photographic representations received and from its own knowledge and specialist expertise. There was no oral hearing.

Property

9 There was no inspection. The Property is a first floor flat located within a larger Building converted in the 2000's from former commercial premises. The flat is in one of 3 & 4 level blocks (the Building), on back land gated and behind Victorian terraces of houses and converted flats.

10 Accommodation is: 1 bedroom, kitchen, living room, bathroom/wc. Fair faced brickwork, double pitched tiled roof to the Building exterior. Front elevation appears to be in fair to good condition. The floor area is about 35m2. There is central space and water heating (Google Streetview May 2012).

11 There is off road parking and on-road parking restrictions.

Evidence

12 The Tribunal received completed Form MR1 of 9 August 2026 from the tenant, with the landlord's notice in Form 4a and a later MR3 largely a challenge to the landlord's response and re-iteration of earlier material.

The Tribunal had reply Form MR2 from the landlord. All documents providing some additional background to the Property and the letting. The Tribunal is grateful for such information as was provided by one or both of the parties.

Tenant

13 The tenant did not contest the form and/or content of the landlord's S.13 Notice but did challenge the new rent. The tenant felt that the rent should be £2150 pcm. The tenants included some photographs, mainly of the Property interior.

14 There is said to be a lack of seal to the boarded floor allowing water to the flat underneath. Windows are single glazed, cold in winter, hot in summer and otherwise poorly insulated. There was mould on bathroom surfaces.

15 The tenants referred to online links for other properties. They also included details of others. In particular they referred to a similar 1 bedroom flat of some 44m2 to let in the Building at £2450 pcm and more generally to others 5No. These were conversions from former house in surrounding streets, ranging in size from 34m2 to 64m2, with rents from £2000 pcm to £2450 pcm.

Landlord

16 The Tribunal did not receive any representations from the landlord.

Law

17 In accordance with the terms of S.14 of the Act we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; but assuming that the Property to be in a reasonable internal decorative condition.

Valuation

18 The tenant provided web-links to comparables. The Tribunal does not look up links. It is for the parties to assemble and present their cases, their representations, photographs and comparables and if they choose to do so; their summary, analysis and application to the Property.

19 From the Tribunal's own general knowledge of market rent levels in LB Hackney, having regard for the landlord's comparables, for a Property of this type and location, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £2300 pcm,

fully fitted and in good order. This is the rent we would expect the Property to let for in the open market, if it was in the same condition as comparable properties including landlord's white goods and floor coverings.

20 The Tribunal noted that the Property had experienced some defects and shortcomings, as set out above: none were sufficient to justify and end allowance, comparables from within the Building being subject to similar issues in particular. The Tribunal determines the new market rent at £2300 pcm.

Undue Hardship

21 If undue hardship were shown then at most, the start date for the new rent could be delayed by a Tribunal up to 2 months, effective from the beginning of the next rent period following. Allowance for hardship from the rent increase, was not sought by the tenant in their application and there was no supporting documentation to consider further. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

22 The new rent of 2300 pcm is to be levied from and including the start date of the next rent period falling due, which is 3 December 2026.

23 **Although the landlord is not obliged to charge this rent and may charge a significantly lower rent as a result of their own choice, policy, or governmental regulation; they may not charge more than this figure. Otherwise any further reduction in this figure on what is levied, is a matter between the parties, only.**

Chairman N Martindale FRICS Date 9 November 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).