	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AZ/MRA/2026/0539**
Property	**89 Swanton Court Lewisham London SE13 7HE**
Tenant	**Judy Makonnen**
Tenant's Representative	**None**
Landlord	**Joseph Thurston Limited**
Landlord's Representative	**Metra Living**
Date of Application	**9th September 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**J A NAYLOR FRICS Valuer Chair** **Mr T Leppard MRICS Sitting as a Lay Member**
Date of Decision	**9th November 2026**
Rent Determined	**£1,650.00 per calendar month**
Date of Valuation	**9th November 2026**
Date the new rent takes effect	**8th December 2026**

REASONS FOR THE DECISION

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Background

On 4th September 2026 the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,680.00 per calendar month(pcm) in place of the existing rent of £1,400.00pcm to take effect from 8th November 2026.

1. On 9th September 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.

2. The tenancy commenced on 8th March 2024. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

3. 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.

4. None.

Liability for Council Tax

5. 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.

6. None.

Hearing

7. 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 *(and inspection)*

8. Neither Party requested an inspection and none was undertaken.

9. The Property is a sixth-floor flat forming part of a modern development, offering the following accommodation:

   Property: Open Plan Lounge/Kitchen, 1 bedroom, Bathroom/wc.

   Outside: Communal gardens

   The Property benefits from Electric Heating, Double glazing and there is laminate flooring.

   The Property is situated in a modern purpose-built block close to transport and shopping facilities.

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 Tenant confirmed the accommodation and the details of the services within the flat. The tenant confirmed that no furniture had been provided as part of the letting and that he did not pay any separate service charges or payments for other services.

    b) The Tenant advised that he believed that the rent of the property was £1500.00 per calendar month and to corroborate this provided brief details of the following comparable properties:
    Zinc buildings SE13 £1500.00 pcm.
    Lewisham Rd. SE13 £1495.00 pcm.
    Sunninghill Rd. £1550.00 pcm.
    Dacre park £ 1450.00 pcm
    Riverdale House £1600.00 pcm

The tenant says that the building is in poor condition and outdated the common parts are poorly maintained with evidence of mould and a lift that continually breaks down.

c) The tenant details evidence of a one bedroom flat in Swanton Court currently on the market at £1675.00 pcm located on the 5th floor with a private balcony.

d) Finally the tenant comments that the rental increase is 20%.

e) On the issue of hardship the tenant says that he is a single occupant and always pays rent on time. He has not budgeted for this level of increase and therefore such an increase as is detailed in the landlord's notice will have significant financial impact. He says that this will cause him hardship and confirms that he has a basic salary of £21,000 plus Commission. The Tribunal has not been given any details of what that Commission might be over the course of the year.

f) The tenant confirms that they require neither an inspection nor a hearing.

g) Finally, by way of reply to the landlord's response in their reply dated the 24th of September 2026 the Tenant disputed the landlord's analysis of the comparables stating that his own comparable evidence suggested that the rent should be lower. The Tenant drew the Tribunal's attention to the condition of the common parts in particular with damp mould and a general lack of postage management.

h) The tenant took the opportunity to confirm that the subject flat does have a balcony but states that it was mouldy and slippery

The Landlord

12. The Landlord made the following comments:

a) Within the MR2 form the landlord confirmed that they require neither a hearing nor an inspection and made no comment on the tenant's hardship

b) By way of comparable evidence, the landlords provided details of nine properties with a relatively scientific analysis of each. In particular the landlord referred to 3 lettings within Swanton Court itself flat 29 flat 26

and flat 14. These were all of similar size to the subject property and ranged in rent per calendar month between £1586.00 and £1700.00.

c) The landlord confirmed that these corroborate his view that the rent should be £1680.00 pcm.

Determination and Valuation

13. 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.

14. In reaching its conclusion the Tribunal has had regard to the evidence provided by both parties. In total 15 properties have been placed before the Tribunal for their consideration but of these the Tribunals attention is drawn to the four within the subject block itself; 3 provided by the landlord and one provided by the tenant, and the Tribunal is of the opinion that it should really look no further

15. The Tribunal has taken account of the photographic evidence provided by the tenant and comments relating to the irregularity of the lift service however it is mindful that this would affect the rent of all flats within the block including those which have been provided as evidence and thus the evidence from flats within the block need not be adjusted to take this into account.

16. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by both the Landlord and the Tenant, the Tribunal considers that the market rent of the subject Property would be in the order of £1,650.00 pcm. This is the rent we would expect the property to let for in the open market at the valuation date.

Decision

17. On the issue of hardship, the Tribunal notes the comments made by the tenant however proof of hardship is a high bar. The tenant has given no details of the commission they receive, in any, let alone a typical, year and statements that simply suggest that the tenants may have to adjust their budgeting without any proof of financial circumstances do not satisfy the requirements of the tribunal in this regard .

18. **The Tribunal determines the new rent amount at £1,650.00 per calendar month with effect from 8th December 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.**

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.