



**FIRST - TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case Reference** : **LON/00BK/MNR/2025/0631**

**Property** : **Flat 3, 75 Carlton Hill, London NW8 0EN**

**Tenant** : **Mr Gianfranco Luppi**

**Landlord** : **Mr Syed Reza Manafi**

**Landlord's representative** : **Ms Ghani ( at start of hearing only )**

**Date of Objection** : **5 December 2024**

**Type of Application** : **Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**

**Tribunal** : **R Waterhouse FRICS  
L Packer**

**Date of Full Reasons** : **1 July 2025**

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**Decision**

**The tribunal determines a rent of £2100 per month from 14 December 2024 for Flat 3, 75 Carlton Hill, London NW8 0EN**

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## **Background**

1. On **8 November 2024** the landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of **£3250.00 per month** in place of the existing rent of **£2000.00 per month** to take effect from **14 December 2024**.
2. An application dated **5 December 2024** was made under Section 13(4)(a) of the Housing Act 1988, the tenant referring the landlord's notice proposing a new rent to the tribunal for determination of a market rent.
3. Directions were issued on **28 February 2025**, requesting the tenant to complete a reply form by **4 April 2025**, and the landlord to complete their reply form by **21 March 2025**.
4. The tenant submitted Form N244 received on 22 April 2025 to strike out the Landlord for non-compliance of the Directions.
5. The tenant also submitted Form Order 1 received on 22 April 2025 to claim costs under Tribunal Procedure Rules paragraph 13.
6. On 23 April 2025, the landlord through their legal representative submitted a Reply of 78 pages to the Applicant tenant's submission.
7. The tribunal convened on 24 April 2025 and heard an application by the tenant for the landlord's submission of the 23 April 2025 to be struck out. The landlord provided an explanation of the lateness of their Reply and opposed the strike out application.
8. The tribunal in the interests of fairness did not strike out the landlord's reply but adjourned the case and provided further directions allowing the tenant time to submit a reply to the landlord's submission.
9. The directions provided the tenant until 4pm on the 9 May 2025 to submit their reply,
10. On 7 May 2025 the tenant submitted with Order Form 1 a submission and a request to debar certain evidence of the landlord and to be permitted to allow further evidence to be provided by the tenant,
11. The tribunal wrote to the tenant refusing the Application instead directing that the admissibility of all material would be considered and if necessary, tested on the day of the hearing.
12. The tribunal received on 23 May 2025 a further set of evidence from the Applicant tenant, comprising 74 pages.

## **The Inspection**

13. The tribunal inspected the property at 10:00am on the 16 June 2025. The tribunal was accompanied by the applicant tenant Mr Luppi and a legal representative of the respondent landlord, Ms Ghani.

### **The Hearing**

14. The hearing was attended by Mr Luppi the applicant tenant. At the hearing Ms Ghani was present for the landlord. Ms Ghani's instructions from the landlord were limited to delivery of a written letter to the tribunal. The letter contained two distinct parts. The first was an explanation and apology by landlord's legal representatives as to why they were unable to attend. The second was a statement that amounted to a written summary of the case.

15. The tribunal had not been in possession of the letter prior to the hearing nor had the applicant tenant.

16. The tribunal took representations from the applicant tenant regarding the admissibility of the letter. The applicant tenant noting they had not been privileged to it prior to the hearing, and that the second part contained statements of fact.

17. The tribunal considered the letter and accepted the first part that which related to the explanation of absence of the legal representatives, this being a matter of fact and no possible prejudice arising. The second part of the letter which contained statements, the tribunal did not admit to the hearing as the applicant tenant had not had an opportunity to consider the contents.

18. The tribunal then turned to the question of the status of Ms Ghani who had delivered the letter on behalf of the landlords' legal advisers but did not have instructions to take part in the hearing. The tribunal concluded that Ms Ghani whilst remaining in the hearing, would hold the status of observer only.

19. As a consequence of Ms Ghani holding the role of observer, the respondent landlord was not represented.

20. The tribunal had reference to the Tribunal Procedural (First-tier Tribunal) (Property Chamber) Rules 2013 and Practice Directions Rule 34, which governs the hearing if a party is absent. The tribunal was conscious both that the proceedings had previously been adjourned, and that it had inspected the property, and that it would be in the interests of justice to proceed with the hearing.

The tribunal also considered the late submission of the tenant, amounting to some 74 pages received on or about 23 May 2025. The tenant confirmed that a copy had been sent to the landlord. The tribunal considered the admissibility of the 78-page submission. The tribunal concluded that the landlord had had sight of the document in good time before the hearing. Also, that the letter delivered to the tribunal would have been drafted with the knowledge of the contents of the submission of 78 pages. As such if the landlord an objected they would have had an opportunity to do so in the letter, the tribunal therefore had recourse to the material in the 78-page bundle.

## **The Inspection Findings**

21. It was understood from the tenant that a considerable amount of work was carried out after the “effective date” of the Notice of Increase of Rent. The inspection focused on the physical detail of the property and sought clarification from the parties' representatives the factual date of works. The tribunal records in the inspection were works were purported to be undertaken after the effective date.

22. Carlton Hill is within St Johns Wood, the northwest area of St Johns Wood broadly where it adjoins South Kilburn, and to the west Maida Vale.

23. The flat is found within an end of terrace building which is attached to a period building to its East is an entrance to a large block of flats. The block appears to be built in the late 1950s or 1960s. The block is set back from the pavement a few metres, the block is showing signs of disrepair, in particular the top of the building is showing masonry becoming detached and fallen to the ground.

24. The block contains four self-contained flats; accessed by a communal doorway after a set of steps. The flats have individual doorbells, which indicates to the tribunal the original intercom may not be working. The subject flat has its own doorbell, separate from the building's intercom.

25. Inside, there is a communal area, which is carpeted as is the stairs, there is no lift in the building. The carpet while clean is worn showing detachment and is not uniformly well fitted.

26. The stairs lead to the front door, which was replaced by the landlord after the 14 December 2024, “the effective date” of the Notice of Increase of Rent. The previous door was not fire compliant. Likewise, all doors within the property were similarly replaced after the effective date.

27. Immediately inside the flat is a hall, with an intercom, which does not function. The hall has a new light fitting replaced after the effective date. Light fittings were replaced in all the rooms it was understood.

28. The light in the hall worked.

29. Off the hall was a single room, which had access to a north facing balcony. The balcony has iron railings which attachments were becoming loose, causing render to come off the brick work. The window of the single bedroom were single glazed painted metal framed windows; The door was double glazed UPVC, replaced after the effective date. Within the single bedroom was some evidence of historic black mould around the windows, this had been painted over by the landlord after the effective date. The wooden floor was damaged by the door, showing historic water damage.

30. It was understood the lights across the flat have wiring that causes intermittent flickering of the lights.

31. From the hall, is the second bedroom, the principal bedroom, with double glazing, in place prior to the tenancy in 2011.

32. Further off the hall is the living room, with double glazing installed after the effective date. Also, in the replacement of the double glazing the external wall beneath has been overhauled under it. The ceiling in the living room has water damage, appearing to have to come from the flat or balcony above. From the living room is accessed the south balcony, this has metal railings which where they meet the brick work, have caused some render to detach. The roof of the balcony has paint flaking and there is trouble with ants it is reported. The flat has its light diminished by the presence of a large tree in the garden.

33. The kitchen is accessed of the living room. The units are dated. The fridge freezer is supplied by the landlord and is in good condition. The washing machine is supplied by the landlord and is in good condition. The oven is old and only partially worked. The hob is gas, and the ignition appears not to switch off. The floor in the kitchen is in tired condition. The kitchen holds the boiler for the flat which appears in good working order supplying the hot water for the central heating system. The kitchen also houses the electric fuse box. There are a number of double sockets in the kitchen, a minority of which it is understood do not function.

34. The bathroom is also off the living room. The bathroom has a new double-glazed window which covers about one third of the window, replaced after the effective date. The remainder of the windows are glass block with a permanent open vented glass brick, which cannot be closed. The bath is tired and probably dating from the development of the building. The shower functions but the temperature control appears struck.

35. The tenant has no outside space.

### Submissions

36. The tribunal had recourse to both parties' submissions.

37. The tribunal posed four questions in the hearing

- What is the condition of the property at the effective date of the Notice of Increase of Rent 14 December 2024?
- What is the rental level of the property in good tenantable condition for the vicinity?
- What is the level of rent given the state of the property on 14 December 2024?
- Should the tribunal determine a different effective date, on the basis of hardship?

Taking the questions in turn.

***What is the condition of the property at the effective date of the Notice of Increase of Rent 14 December 2024?***

38. The submissions show and record the dates of different repairs and improvements over time; the inspection established the condition as at the effective date of the Notice of Increase of Rent.

The landlords Reply Form notes the carrying out of repairs in “December 2024”, being of a remedial and decorative nature. The form also notes at the time of completion of the form that, new windows had been purchased and were due to be installed” imminently”.

In the absence of the landlord at the hearing, the tribunal goes with the tenant’s view of the condition of the property as at the effective date of the Notice being that of 14 December 2024.

***What is the rental level of the property in good tenantable condition for the vicinity?***

39. The landlord in their submission noted the flat in the block, which is identical in footprint but in good, modernised condition. At the effective date of the Notice of Increase of Rent, the asking rent was £3500 per month but it did not let. On 6 June 2025 the property remained unlet at a reduced asking rent of £3250 per month.

40. The tenant identified a considerable number of comparables, including three flats in Scott Ellis Gardens, within St Johns Wood and submitted by the tenant to be of a similar size.

41. The tenant cited a number of comparables.

42. The tenant submitted that the subject flat if in a good condition would attract a rent of £ 2250.00 per month.

43. The landlord in their submission pointed to the marketing of a similar flat in the block. The landlord also noted an undated letter within their submission that Flat 2 75 Carlton Hill is on a long term let at £3500 per month. Additionally, the note says similar properties in the building would be valued at £3250 to £3500 per month. The note is undated so limits the weight the tribunal can put on it. It is noted the accompanying invoice is for March 2025, but the commencement date of the tenancy is not known.

***What is the level of rent given the state of the property at 14 December 2024?***

44. The tenant submitted they had had recourse to FTT decisions in which discounts were applied to rents to reflect disrepair of 20% to 49%, in similar situations.

45. The tenant cited FR/LON/OOAR/MNR/2024/0643 which had a reduction of 49%. The tenant proposed this discount of 49% should be applied here producing, a rent of £1147.50 per month.

The landlord in their “Submissions and Response of the Landlord ahead of the Hearing of 24 April 2025 to determine market rent” at para 73 notes various decisions of the First –tier Tribunal where allowances for condition have been given.

***Is the applicant’s case for hardship proven?***

46. The applicant has made submissions in furtherance for their application for alteration of the effective date of the commencement of a new rent should the tribunal finds a rent increase that could cause hardship were to be determined.

**Decision**

47. The tribunal considered the questions posed at the beginning of the hearing.

***What is the condition of the property at the effective date of the Notice of Increase of Rent 14 December 2024?***

48. The tribunal finds the details of the inspection have set out the condition of the property.

***What is the rental level of the property in good tenantable condition for the vicinity?***

49. The landlord has proposed their view, the tenant likewise. The tribunal has had recourse to their expertise and identified that at the date of hearing there is a considerable number of two-bedroom properties in St Johns Wood around £3000 per month. It is noted that these properties contain two double bedrooms and are being marketed some 6 months after the effective date of the Notice of Rent Increase.

50. The tribunal notes the best comparable geographically, that in the block, is that of the asking rent for £3500 per month at December 2024 and reduced to £3250 per month in June 2025. The landlord in their “Submissions and Response of the Landlord ahead of the Hearing of 24 April 2025 to determine a market rent” seeks a rent before deduction of £3500 per month. The tribunal notes that neither of these asking rents was agreed.

51. The tribunal using its own expertise considers that the asking rent for two double bedroom flats in St John's Wood would be currently around £3000 per month. The tribunal adjusts this figure to reflect time, the effective date of the notice being 14 December 2024 and to reflect the nature of the subject flat, that is the bedrooms are one double and one single.

The tribunal finds the rent for the subject property in good condition is **£2800 per month as at the effect date of the Notice of Rent Increase, 14 December 2024.**

### **What is the level of rent given the state of the property at 14 December 2024?**

52. The tribunal has heard that the tenant submits the rent of the subject property in good condition, should be reduced by 49%. The landlord did not provide in their submissions a specific discount but gave in their “Submissions and Response of the Landlord ahead of the Hearing of 24 April 2025 to determine market rent” at paragraph 73 a range of comparables with deductions up to 20%. The landlord noted the tenant was seeking a reduction of 50% which they the landlord considered excessive.

53. The tribunal has considered very carefully the nature of the property, in particular its condition as at the date of the notice of increase and thus prior to the installation of double glazing, the dated bathroom and kitchen, the defective rendering, and the worn condition of the common parts. The tribunal determines that a discount of 25% is appropriate from the starting point of £2800.

54. The discount applied to the determination of the rent of the property in good condition of £2800.00 per month is £2100.00 per month.

**The rent determined is £2100.00 per month.**

### **Is the applicant’s case for hardship proven?**

55. The tribunal notes the tenant’s financial position. The tribunal is aware of the current rent passing, of £2000 per month, the tribunal’s determination of the rent of £2100 per month is an increase. The tribunal does not see the increase in rent of £100 per month to be of a sufficient amount that it would materially change the tenants’ financial position and does not meet the test for hardship.

**56. The tribunal therefore determines a rent of £2100 per month, with effect from 14 December 2024.**

57. The tribunal also considers the request, 3 April 2025, by the tenant under Rule 13 of the Tribunal Procedure Rules 2013 for costs. The tribunal considers the conduct of the landlord during the proceedings does not satisfy, what is a high bar in order for the tribunal to award costs. The costs such as they are borne by the individual parties.

**Chairman: R Waterhouse FRICS**  
**Date: 1 July 2025**

### **Appeal to the Upper Tribunal**

A person wishing to appeal this decision to the Upper Tribunal (Property Chamber) on a point of law must seek permission to do so by making a written



application to the First-tier Tribunal at the Regional Office which has been dealing with the case which application must:

a. be received by the said office within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

b. identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

If the application is not received within the 28-day time limit, it must include a request for an extension of time and the reason for it not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.