



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

**Case Reference** : **LON/00AN/MNR/2025/0813**

**Property** : **1 Findon Road, London, W12 9PY**

**Tenant** : **Mr Santiago Herrero and Mrs  
Rocío de la Cuadra**

**Landlord** : **Mr Stephan von Posern**

**Type of Application** : **Section 13 Housing Act 1988**

**Tribunal Members** : **Ms S Beckwith MRICS  
Mr N Miller**

**Date and venue of  
Consideration** : **15 September 2025 at 10 Alfred  
Place, London, WC1E 7LR**

**Date of Reasons** : **23 September 2025**

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**DECISION**

**The Tribunal determines a rent of £6,750 per calendar month with  
effect from 16 May 2025.**

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## REASONS

### Background

1. On 10 April 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £6,900 per calendar month in place of the existing rent of £6,450 per calendar month to take effect from 16 May 2025.
2. On 29 April 2025, 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. The Tenant's referral was received by the Tribunal on 29 April 2025.
3. The Tribunal issued Directions dated 9 July 2025 with regards to determination of the rent, setting out a timetable for submissions and return of Reply forms.
4. Both parties returned their Reply forms and submitted written evidence. The Tenant requested a hearing. A hearing was held on 15 September 2025. The Tenant, Mr Herrero, and the Landlord, Mr von Posern, attended in person.

### Law

5. The law is found in section 14 of the Housing Act 1988 ('the 1988 Act'), which, insofar as is relevant to this application, provides:

#### ***14 Determination of rent by tribunal***

*(1) [...] the appropriate tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the appropriate tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy—*

*(a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;*

*(b) which begins at the beginning of the new period specified in the notice;*

*(c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and*

*(d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have*

*been given (or have effect as if given) in relation to the tenancy to which the notice relates.*

*(2) In making a determination under this section, there shall be disregarded—  
[...]*

*(b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement—*

*(i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or*

*(ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and*

*(c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.*

*(3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates or the following conditions are satisfied, namely—*

*(a) that it was carried out not more than twenty-one years before the date of service of the notice; and*

*(b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and*

*(c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.*

*(7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal (subject, in a case where subsection (5) above applies, to the addition of the appropriate amount in respect of rates) shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.*

## **The Property**

6. The existing rent had been set by a tribunal decision with effect from May 2024, following a hearing and inspection in September 2024. The Tenant therefore did not request an inspection. The Tribunal has access to floor plans and photographs of the Property.
7. The Property is a large (approximately 3,000 sq ft) end of terrace house located in West London, close to Shepherd's Bush Market and Goldhawk Road Underground Stations.
8. On the ground floor is a kitchen/dining room, living room, WC and two storage rooms. On the first floor is a large bedroom (c 300 sq ft) with walk-in wardrobe, large bathroom (c. 170 sq ft), further double bedroom, utility room and walk-in wardrobe accessed from the utility room. The second floor comprises three double bedrooms and a bathroom. The third floor is a converted attic room (c. 375 sq ft), used as a study. There is a private garden (c. 1,150 sq ft).
9. The Property has central heating and triple glazed windows. The Landlord has provided the floor and window coverings and white goods.
10. When asked about improvements since the previous rent was determined, Mr von Posern advised that he has recently replaced the extractor fan on the cooker with a new quieter model. He has installed a new extractor fan in the second floor bathroom, where there was not one present before.

## **The Tenant's Case**

11. Mr Herrero agrees with the works undertaken by the Landlord, but considers these to be repairs, not improvements. Overall he confirms there are no issues of condition with the Property, Mr von Posern attending to any issues that arise in a timely manner.
12. Mr Herrero argues that the road on which the Property is situated cannot be directly compared to certain other properties further away, due to issues of crime and drugs. He highlighted a recent drugs raid on Uxbridge Road.
13. Diagonally opposite the Property, a redevelopment is ongoing, with the building covered in scaffolding. Mr Herrero advised the Tribunal that noise from the works can be heard from the Property.
14. Mr Herrero argues that the Property should be treated as having five bedrooms, in line with the 2024 tribunal decision.

15. The 2024 tribunal made an adjustment from £6,700 per calendar month to £6,450 per calendar month to reflect the slightly tired kitchen, lack of en-suite and absence of off-street parking. Mr Herrero argues that the same issues continue to affect the Property and the determination of rent should reflect the same discount.
16. Mr Herrero provided a schedule of six comparable five and six bedroom properties within W12. He submits that the market local to the subject property has been flat over the past year since the existing rent was set. He relies on a comparable property in Hetley Road, which was let in May 2024 at £5,399 per calendar month. In July 2025, it was let at £5,500 per calendar month, showing a 1.8% increase. This is a five bedroom, 2,383 sq ft house in W12.
17. Mr Herrero takes a 1.8% increase as his starting point, but given the issues with crime in the area and the ongoing development project opposite, submits that the revised rent should reflect a lower 1% increase. His assessment is therefore £6,525 per calendar month.

### **The Landlord's Case**

18. In respect of the development opposite, Mr von Posern suggests that the project is normal building maintenance and this is a not an unusual occurrence when living in a large city, given buildings routinely have works undertaken.
19. He submits that there is no particular issue with crime in the Property's road.
20. Mr von Posern submits that the Property could easily be converted to having six bedrooms, the room off the utility room needing only minor works to be capable of being used as such.
21. Within his written evidence, Mr von Posern has included ONS Private Index of Private Rents (PIPR) Data for Hammersmith and Fulham showing a 9.9% annual increase as of April 2025, which he uses to substantiate movement in the rental market in the area.
22. Mr von Posern has submitted a list of 12 comparable properties. These are four, five and six bedroom houses in W4, W6 and W12 at rents of between £4,650 per calendar month and £6,500 per calendar month. The Property is larger in terms of square footage and also has a larger garden.
23. In addition to the comparables submitted in advance, Mr von Posern outlined another house, currently on the market in Davenport Road, which is the same size as the Property and is being marketed for £8,000 per calendar month. Mr von Posern acknowledged that this was a better

specification than the subject property, which would attract a premium rental value.

24. In respect of the adjustments made by the 2024 tribunal, Mr von Posern submits that none of the comparables raised in respect of the 2025 review have off-street parking and finding parking on the street is generally not a problem in the area. Some of the comparables have en-suite bathrooms, but some do not. He submits that having two bathrooms for a five/six bedroom house is more practical for families than an en-suite. He therefore does not believe an adjustment for these factors is warranted.
25. In his oral submissions Mr von Posern explains that he has calculated rents per sq ft, as this is an accepted method of residential rental valuation in Germany, where he is from. He uses these calculations to demonstrate that the rent per sq ft applied to the Property is lower than any of the comparables. Were the average rates per sq ft to be applied to the Property, the rent would be £7,600 per calendar month. He therefore submits that his proposed rent of £6,900 per calendar month is fair.

### **Determination and Valuation**

26. The Tribunal has consideration of the Reply forms provided by the Landlord and the Tenant, as well as both parties' helpful written evidence and oral submissions at the hearing.
27. Both parties have referred to indices and percentage increases. This is not a method by which the Tribunal assesses rents. Market comparable evidence is considered, with adjustments made as necessary to reflect the specific characteristics of the property being valued.
28. In respect of the Tenant's submission on crime in the area, the Tribunal notes that many of the reports provided were from a time before the existing rent was set. There therefore does not appear to have been any appreciable decline in the neighbourhood.
29. On the question of the works to the building opposite, the Tribunal found no evidence that this would impact the rental value.
30. The parties did not agree whether the change to the extractor fan on the cooker and the addition of an extractor fan to the second floor bathroom were improvements or repairs. The Tribunal does not consider that these adjustments would constitute improvements which would affect the rental value of the Property.
31. The Tribunal has assessed the rent on the basis of a five bedroom Property, given the potential sixth bedroom is located off the utility room

and not used as such. The Tribunal has taken into account this additional space when assessing the rental value. Some of the comparables submitted, for example 47 Loftus Road, are also presented as 5/6 bedrooms. Confirmed by letting agent Winkworth as having been let for £6,500 per calendar month in May 2025, 47 Loftus Road extends to a total of 2,569 sq ft, has five bedrooms, with an additional study (presented as capable of use as a bedroom) on the ground floor.

32. Likewise the Tribunal has noted the Property benefits from additional reception space in the attic, currently used as a study, but capable of other uses.
33. The 2024 tribunal decision included adjustment for the tired nature of the kitchen, lack of en-suite bathroom and absence of off-street parking. The previous rent will have adjusted based on the comparables available at the time, which may have been different from those in consideration for this valuation. Of the comparables presented in respect of the current determination, some benefit from en-suite bathrooms, whilst others do not. None of the comparables presented by the parties have off-street parking.
34. Having consideration of the evidence submitted by the parties and our own expert, general knowledge of rental values in the area, we consider that the open market rent for the property in its current condition would be in the region of £6,750 per calendar month.
35. The Tribunal has taken into account the configuration, specification and condition of the property in arriving at the level of rent achievable in the open market set out above and therefore makes no further adjustments.

## **Decision**

36. The Tribunal therefore determined that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy was £6,750 per calendar month.
37. The Tribunal directs the new rent of **£6,750 per calendar month** to take effect on **16 May 2025**, this being the date as set out in the Landlord's Notice of Increase.

**Chairman: Ms S Beckwith MRICS      Date: 23 September 2025**

## **APPEAL PROVISIONS**

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 a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the Regional Office which has been dealing with the case. The application should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

The application for permission to appeal must arrive at the Regional Office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

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. **Please note that if you are seeking permission to appeal against a decision made by the Tribunal under the Rent Act 1977, the Housing Act 1988 or the Local Government and Housing Act 1989, this can only be on a point of law.**

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