



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

Case Reference : **LON/00AK/MNR/2025/0840**

Property : **Flat 1, Armfield House, 340
Bowes Road, London, N11 1AN**

Tenant : **Mr Xhevdet Meta & Mrs Ledina
Xhepa**

Landlord : **Mitchells & Butlers Retail
Limited**

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

Tribunal Members : **Ms S Beckwith MRICS
Mr N Miller
Judge Richards-Clarke**

**Date and venue of
Consideration** : **2 October 2025 at 10 Alfred Place,
London, WC1E 7LR**

Date of Reasons : **7 October 2025**

DECISION

The Tribunal determines a rent of £1,400 per calendar month with effect from 1 July 2025.

REASONS

Background

1. On 21 May 2025 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 £1,270 per calendar month to take effect from 1 July 2025. The existing rent of £1,270 per calendar month was effective from the commencement of the Assured Shorthold Tenancy Agreement in 2023.
2. On 23 May 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 26 May 2025.
3. The Tribunal issued Directions dated 4 August 2025 with regards to determination of the rent, setting out a timetable for submissions and return of Reply forms.
4. The Landlord returned the Reply form. The Tenant returned their Reply form and requested an inspection. Neither party requested a hearing.

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.

Inspection and Property

6. An inspection was arranged for 2 October 2025. The Tribunal attended the Property during the hours notified that the inspection would take place, but no-one was home. The Tenant advised the Tribunal after they had arrived at the Property that due to an emergency, the Tenant had to leave. No attempt had been made to notify the Tribunal before their attendance and the nature of the emergency was not explained. The Tenant requested another date for an inspection.
7. Rule 3 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 requires the Tribunal to deal with a case fairly and justly “*dealing with the case in ways which are proportionate to the importance of the case, the complexity of the issues, the anticipated costs and the resources of the parties and of the Tribunal*”.
8. Both parties submitted Reply Forms setting out the details of the Property. The facts about the Property are not in dispute. The main submission from the Tenant relates to the situation of the Property above a public house. Having visited the exterior of the Property, the Tribunal is satisfied that it understands the context of the Property and the Tenant’s argument. We therefore decided it would be disproportionate to arrange another inspection to see the inside of the Property and proceeded with a determination of the rent.
9. The Property is a first floor flat situated above the Arnos Arms. It is one of four flats, accessed via a separate external passage and entrance to the rear of the public house. The public house has external seating to both the front and rear.
10. Arnos Grove Underground Station on the Piccadilly line is immediately opposite, less than 150 meters away.
11. The flat has two double bedrooms, a living room, a kitchen and a bathroom. The property has central heating and double-glazed windows. The Property is rented by the Tenant unfurnished.

Evidence

12. The Tribunal has consideration of the Reply form provided by the Landlord and the Reply form and accompanying correspondence provided by the Tenant and their own observations from the external inspection. Neither party provided details of any comparable evidence.
13. The Tenant submits that the location of the Property above a public house creates persistent noise disturbance due to:

- Loud music and voices late into the night from the pub
 - Deliveries and bottle collections in the early mornings
 - High foot traffic and traffic noise from the main road
14. The Landlord in their Reply form notes that Clause 4a of the Tenancy Agreement requires any issues which cause the Tenant to complain about the public house to be raised first with the Managing Agent (Touchstone) or the General Manager of the public house and that none have been reported.
 15. The Tenant made a statement that they considered a 10% increase in rent to be unfair given the ongoing cost of living crisis. They did not provide any detail as to their own circumstances or specific hardship this would cause.

Determination and Valuation

16. Having consideration of 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 £1,400 per calendar month.
17. The Tribunal were cognisant of properties of a similar size and configuration in the area being let for in excess of £1,700 per month.
18. The Tribunal has taken into account the situation of the Property being above a public house and the noise and disturbance inherent to this situation in arriving at the level of rent achievable in the open market set out above and therefore makes no further adjustments.

Decision

19. 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 £1,400 per calendar month.
20. The Tribunal directs the new rent of **£1,400 per calendar month** to take effect on **1 July 2025**, this being the date as set out in the Landlord's Notice of Increase.

Chairman: Ms S Beckwith MRICS Date: 7 October 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).