



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

**HMCTS Code (Paper, video, audio) : P: PAPERREMOTE**

**Case Reference : LON/00AC/MNR/2025/0841**

**Property : Room 1, 12 Wilton Road, Barnet, EN4 9DX**

**Tenant : Bernadette Perrera**

**Landlord : Tracey Mackey  
William Mackey**

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

**Tribunal Member : Judge Tueje  
Mrs J Rodericks MRICS**

**Date of reasons : 8<sup>th</sup> December 2025**

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**DECISION**

**The Tribunal determines a rent of £700 per month  
with effect from 1<sup>st</sup> June 2025**

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*This determination contains the Tribunal's decision, and its extended reasons for that decision*

**EXTENDED REASONS**

**Background**

1. These proceedings relate to a monthly statutory periodic assured tenancy, following expiry of a fixed term agreement commencing 1<sup>st</sup> March 2018, in respect of Room 1, 12 Wilton Road, Barnet, EN4 9DX. The tenancy was initially granted as six-month fixed term tenancy, expiring on 31<sup>st</sup> August 2018.

It is understood that upon expiry of the fixed term tenancy, the tenant remained in occupation as a statutory periodic tenant.

2. By the express terms of the six-month fixed term agreement, the tenancy is subject to the implied repairing obligations set out at section 11 of the Landlord and Tenant Act 1985 (see clause 2.2).
3. Clause 1.4 of the tenancy agreement states that the tenant is liable for council tax and water rates.
4. The landlord e-mailed a notice under Section 13(2) of the Housing Act 1988 dated 1<sup>st</sup> May 2025, which proposed a new rent of £750 per month in place of the existing rent of £600 per month, to take effect from 1<sup>st</sup> June 2025. The notice stated the proposed rent included council tax, water rates and fixed service charges.
5. By an application dated 28<sup>th</sup> May 2025, made 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 28<sup>th</sup> May 2025.
6. The application states the rent includes council tax, water charges and fixed service charges, which is consistent with the section 13 notice, but contradicts clause 1.4 of the tenancy agreement.
7. By an amended directions order dated 28<sup>th</sup> October 2025 it was decided that the application will be determined on the papers in addition to the directions set out below.
  - 7.1 The landlord is to provide the following:
    - (i) a completed Reply Form,
    - (ii) evidence that the rent includes council tax and water charges,
    - (iii) evidence of comparable rents,
    - (iv) photographs
  - 7.2 The tenant is to provide the following:
    - (i) a completed Reply Form,
    - (ii) evidence that she pays the council tax and/or water charges, if applicable,
    - (iii) evidence of comparable rents,
    - (iv) photographs.

## **The Property**

8. This was a determination on the papers, and the Tribunal did not inspect the property. Neither party objected to that approach, although in her response, the tenant invites the Tribunal to carry out an inspection if it wished, to resolve any disputed issues. However, as the Applicant's prior position was that an inspection was not required, we considered it would be contrary to the overriding objective to arrange an inspection at this stage. We also had

adequate photographic evidence. Therefore, because an inspection would inevitably delay issuing a determination, and given that the proposed rent increase had been due to take effect on 1<sup>st</sup> June 2025, any further delay would not be in the interests of justice.

9. The tenant filed a response to the landlord's Reply Form, in which she refers to the rental income she believes the landlord receives from the subject property, and states the subject property is mortgage free. Consequently, she sought disclosure of documents, such as the landlord's bank statements. However, no Order 1 form was submitted applying for disclosure. We did not consider it was in the interests of justice, or proportionate, to make an order for disclosure. That is because it would cause delay, and the landlord's financial circumstances are not relevant to any issue we need to determine.
10. Therefore, as the parties had originally agreed to a paper determination, we proceeded on that basis, without an inspection, and having regard to the documentary evidence already provided by the parties, including photographic evidence.
11. Although there appears to be a breakdown in the landlord-tenant relationship between the parties, our determination has focussed solely on those issues that are relevant to assessing the market rent. Therefore, while the parties raise additional matters in their submissions, such as each other's conduct and/or the alleged motive for the proposed increase, we do not address these because these matters are not relevant to the issues that require determination.

### **The Property**

12. The subject property is let is an HMO with a total of 9 bedrooms, 3 shared bathrooms and a toilet and utility room. It has a kitchen diner, but no communal living room. There is central heating, double glazing, with carpets, furniture and white goods provided by the landlord.
13. Outside, all occupants have shared use of the rear garden. There is some space at the front for off street parking.
14. The subject property is situated on a residential street with similar properties.

### **The Tenant's Evidence**

15. The tenant argues her room is a single room because, according to the subject property's HMO licence, the maximum occupancy for the bedroom is one person. In her Reply Form she states her room measures 10.4 m<sup>2</sup>. We calculate that equates to 112 ft<sup>2</sup>.
16. The Applicant further argues that a co-tenant occupying a double room in the subject property pays £700 per month, and that in around May/June 2025 a newly refurbished double room in the subject property was also advertised by the landlord at £700 per month. She also relies on a room in East Barnet living with a resident landlord as a comparable property, which is advertised at £650 per month.

17. The tenant complains about past defects such as faulty lighting. However, it is the current condition of the subject property that is most relevant.
18. She states the current defects affecting the property are as follows:
  - 18.1 Water dripping from the shower in one of the bathrooms;
  - 18.2 1 kitchen downlight is not working;
  - 18.3 kitchen floor tiles are cracked;
  - 18.4 1 fridge doesn't have a bottle rack;
  - 18.5 The toilet flush and the base of the toilet in the third bathroom have been raised;
  - 18.6 In bathroom 2 the radiator doesn't work, and the toilet gets blocked; and
  - 18.7 There are repairs outstanding to the front step.
19. The tenant states that she does not have access to the third bathroom because an outside lock has been fitted, but the landlord has not supplied her with a key. We understand that this is due to the breakdown of the relationship between the parties (see paragraph 11 above), therefore it would not impact on the open market rental value of the subject property.
20. The tenant also advances procedural issues: she argues that the section 13 notice was served by e-mail and so was not properly served; it provides insufficient notice due to the time of day the e-mail was sent; and that it is invalid because it names Ms Mackey and Mr Mackey as her landlord, whereas only the former is named on her tenancy agreement. She also argues that discrepancy regarding which party is liable for the utilities (see paragraph 6 above), invalidates the notice.

### **The Landlord's Evidence**

21. The landlord's position is that the tenant's bedroom is a double bedroom, and has a large double bed, amongst other furniture. A photograph of a section of the room has been provided, which appears to show part of a double bed, and from the section of the room that is visible there is ample space around the bed and other furniture.
22. It's claimed leaks through the bathroom into the kitchen ceiling below were caused by tenants' misuse of appliances. The landlord states a qualified electrician has checked the lighting, and so disputes the lighting is faulty. The landlord also states the lightbulbs have been replaced even though that is the tenants' responsibility, and the necessary repairs to the kitchen ceiling were completed in October 2025.
23. The landlord states a plumber checked the shower and confirmed the shower was in working order, but the dripping was due to it not being switched off properly after use.
24. As to service of the notice proposing a new rent by e-mail, the landlord states that the tenant accepted service by e-mail of a notice proposing a new rent in around October 2022.

25. The landlord clarifies and confirms that the rent paid is inclusive of all bills.
26. The landlord disputes the other occupier referred to by the tenant is paying £700 (see paragraph 16 above), although what that occupier is paying is not stated by the landlord. The landlord also states that the advertisement for another room for £700 in the property reflects its size: it is the smallest room. It is also denied that this other room has new furniture. The landlord now believes this rent was too low.
27. The Tribunal also considered the landlord's comparable evidence, namely:
  - 27.1 A room in an unknown location at £900 per month;
  - 27.2 A double room in Cockfosters, EN4, an 8 minute walk from Cockfosters tube station, with 6 occupants and a shared lounge, available from January 2026 at £800 per month; and
  - 27.3 A double room in a flat share in East Barnet, EN4, 5 minutes from a station, at £200 per week.
28. The landlord also provided a screenshot from [spareroom.co.uk](https://www.spareroom.co.uk) showing various average (median) rents for different types of properties in nearby areas. The ones that are most relevant are as follows:
  - 28.1 Double room in Cockfosters E4 with bills included – the average rent is £895 per month;
  - 28.2 Double room in East Barnet E4 with bills included – the average rent is £850 per month; and
  - 28.3 Double room in Barnet E4 with bills included – the average rent is £995 per month.

## **The Law**

29. The rules governing a determination are set out in section 14 of the Housing Act 1988. In particular, the Tribunal is to determine the rent for at which the property might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy, subject to disregards in relation to the nature of the tenancy (i.e. it being granted to a "sitting tenant") and any increase or reduction in the value due to the tenant's improvements or failure to comply with the terms of the tenancy.
30. The express terms of the tenancy agreement do not deal with the method of service by the parties of any documentation. Therefore, it does not preclude service by e-mail.
31. Section 13 requires that the landlord must serve the relevant notice on the tenant. In Re 88, Berkley Road, NW9, Plowman J held that there was no distinction between the requirement of "giving" a document as opposed to "serving" a

document. In Assethold Limited v 110 Boulevard RTM Co Ltd the Upper Tribunal held that a notice can be validly given by e-mail, in that case it was a copy of a notice of claim under section 79(8) of the Commonhold and Leasehold Reform Act 2002.

32. We note that the document e-mailed to the tenant was in the prescribed form, and she does not dispute that it came to her attention. We also note that it was e-mailed one month before the proposed rent was due to take effect. The tenant has not provided any authority to support the implied contention that the time of day that the e-mail was sent is relevant to the amount of the notice given.
33. The tenant complains that Tracey Mackey is the sole landlord, yet the notice proposing a new rent describes “Bill & Tracey Mackey” as the landlords. In our judgment, the notice is sufficiently clear for a reasonable recipient to understand that it is intended for the tenant, that it relates to the subject property, the proposed rent is £750, which is intended to take effect on 1<sup>st</sup> June 2025. Therefore, irrespective of who is named in the tenancy agreement as the landlord(s), we do not consider that would affect our jurisdiction to determine the application.
34. As to whether or not council tax and/or water rates are included in the rent, the parties have been directed to address that in the information supplied to the Tribunal so that it can take that into account in its assessment of the rent. The tenant has not referred to any authority that precludes the Tribunal from assessing the market rent because, in conflict with the tenancy agreement, the rent includes bills. The parties agree the rent includes bills, and that is the basis on which we have determined the market rent.
35. Notwithstanding the above issues raised by the tenant, having regard to Mooney v Whitehead [2023] EWCA Civ 67, and without determining issues regarding the validity of the notice of increase, we are satisfied that we have jurisdiction to consider this application under section 14.

## **Determination and Valuation**

36. In our judgment, the tenant’s room is a double bedroom, not a single bedroom. The reason for our decision are that by section 326(3) of the Housing Act 1985, a room that measures at least 110 ft<sup>2</sup> is a double bedroom. The tenant’s case is that her room measures 10.4m<sup>2</sup>, which is 112 ft<sup>2</sup>. Accordingly, we consider it is a double bedroom. The tenant accepts that her room accommodates a double bed, and the photographic evidence indicates it does so comfortably, leaving adequate space.
37. Having considered the evidence provided by the parties, including their comparable evidence, and in addition, our own expert, general knowledge of rental values in the area, we consider that the open market rent for the property in good tenantable condition would be in the region of £700 per month.
38. We found the tenant’s comparable evidence to be the most persuasive because it features another double room in the subject property, advertised at £700 around the time the notice proposing an increase in rent was sent. As stated, we conclude

the tenant's room is a double room, as is the one advertised, making this an optimal comparable property. Although the landlord claims the comparable property is the smallest room within the subject property, it is advertised as a double bedroom. The other comparable relied on by the tenant was of limited assistance because that was a property shared with a resident landlord, and so is not directly comparable with a large HMO.

39. We do not consider the tenant's complaints regarding the condition of the subject property would impact on the rent achievable in the open market. Most of the complaints are relatively minor. That said, ordinarily, a defective bathroom radiator would be relevant, but where it's in one of 3 bathrooms available, and at least one bathroom is newly refurbished, we do not consider that would be the case here.
40. The specific comparable properties relied on by the landlord are also less persuasive. One was in East Barnet whereas the subject property is in Cockfosters, another was a smaller HMO where, unlike the subject property, a shared living room was available. The location of the final property is unclear, making it difficult to assess its usefulness. As to the landlord's comparable evidence, the average rent is likely to include properties of varying quality. A local average rent is not necessarily a comparable rent.

### **Decision**

41. The Tribunal therefore determines 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 £700 per month.
42. The tenant has requested any increase in the rent payable takes effect from the date of the determination because "she is facing financial hardships", however, no further information is provided regarding the hardship she faces. In any event, by section 14(7) of the Housing Act 1988, the Tribunal may determine the rent is payable from a date later than the date proposed by the landlord if doing so would cause undue hardship to the tenant. While the tenant raises the issue of hardship, it is not submitted there would be undue hardship if the increase were to take effect from 1<sup>st</sup> June 2025.
43. Therefore, the Tribunal directs the new rent of £700 per month is to take effect on 1<sup>st</sup> June 2025, being the date specified in the landlord's notice proposing a new rent.

**Name:** Judge Tueje

**Date:** 8<sup>th</sup> December 2025

### **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 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 First-tier Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).