



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

Case Reference : **CAM/26UG/MNR/2025/0766**

Property : **Flat 42 Ziggurat House 24
Grosvenor Road St Albans AL1
4UE**

Tenant : **Ms Chloe Haley**

Landlord : **London & Suburbs Holdings
Limited**

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

Tribunal Members : **Mrs E Flint FRICS**

**Date and venue of
Hearing** : **15 December 2025
Remote via CVP**

Date of Reasons : **15 December 2025**

DECISION

**The Tribunal determines a rent of £1,100 per calendar month with
effect from 17 October 2025**

Background

1. The Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1400 per month in place of the existing rent of £1000 per month to take effect from 17 October 2025.
2. On 7 October 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.
3. Directions were issued on 20 October 2025. The tenant made written submissions however no representations were made by or on behalf of the landlord.

Inspection

4. The Tribunal inspected the property on 15 December 2025. It is situated in a residential road of mainly modern blocks of flats. There was both permit parking and time limited parking on the street. The block is a little over half a mile to the mainline station and also the city centre.
5. Ziggurat House is a seven-storey modern block of flats with limited onsite parking. Entrance to the block was by Entryphone. Letterboxes for each flat were in the reception area, where there was a manned desk. Four lifts provided access to the flats on the upper floors.
6. The subject flat comprised an entrance hall with space for a hanging rail, which the tenant had provided, a good-sized studio and a bathroom/wc with shower over the bath. There were two sets of French windows providing good natural light. The kitchen area was fitted with a fridge/freezer, oven and hob, a limited number of units and a washer/dryer. The flooring throughout had been provided by the landlord.

Evidence

7. The tenant attended a video hearing; the landlord was not represented.
8. At the hearing the tenant referred to her written submissions and expanded those submissions to the Tribunal.
9. When viewing the flat the tenant said she had been told that she would be provided with a parking permit. However, she had not been given a permit which meant she had to move her car regularly during the day to avoid parking fines. The underfloor heating had not worked since the beginning of the tenancy, The local authority had provided two plug in

radiators, The flat was cold in winter, she used an electric blanket on the settee to keep warm.

10. The washer/dryer did not work because the water pressure was insufficient for the machine. She understood other flats had had issues with the water pressure too.
11. She had researched the lettings market; studios were let from £850 to £1200 per month. Some included parking. She had seen one-bedroom flats available for £1400 per month, including parking.

Determination and Valuation

12. Having considered the comparable evidence proved by the tenant and using our own expert, general knowledge of rental values in St Albans, I am of the opinion that the open market rent for the property in good tenable condition would be £1200 per calendar month. However, the underfloor heating is not working nor is the washer/dryer. There was no outside space in which to dry laundry. I have adjusted the rent to reflect these matters and determine that the rent at which the subject property might reasonably be expected to let on the open market by a willing landlord under an assured tenancy was £1,100 per month.

Decision

14. The Tribunal directs the new rent of £1,100 be effective from 17 October 2025 in accordance with the date in the Landlord's Notice of Increase.

Chairman: E Flint

Date: 15 December 2025

ANNEX - RIGHTS OF APPEAL

I. 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>

II. 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.

III. 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.

IV. 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.

Appendix

Housing Act 1988

14 Determination of rent-by-rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee 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—

(a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;

(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.

(4) In this section “rent” does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements....

(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 ... 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