

FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AP/MNR/2025/0972**
Property	**:**	**3 Ridgeway Gardens, London, N6 5XR**
Tenant	**:**	**Henry (Harry) Nourse**
Landlord	**:**	**Ronnie Harris represented by Rachelle Harris**
Date of Objection	**:**	**12 September 2025**
Type of Application	**:**	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal	**:**	**R Waterhouse FRICS** **C Piarroux JP**
Date of Full Reasons	**:**	**17 February 2026**

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DECISION

The Tribunal determines a rent of £3000.00 per calendar month to be paid from 19 September 2025 under the Housing Act 1988 section 13.

Full Reasons

Background

1. A Notice dated 19 August 2025 was served by the Landlord under Section 13(2) of the Housing Act 1988 which proposed a new rent of £3000.00 per calendar month in place of the existing rent of £2000.00 per calendar month to take effect from 19 September 2025.

2. An application dated 12 September 2025 was 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.

3. The application was accompanied by the Notice of Increase of Rent and, a copy of the tenancy agreement which was initially commenced on 18th May 2024 to 18th November 2024 at a rent of £2000.00 per calendar month.

4. Directions were issued to the parties on 20 November 2025.

Preliminary Matters

5. By case management application 16 January 2026, the Respondent sought to request for permission for additional evidence on comparables to be submitted.

6. By email 19 January 2026, the tenant requests the tribunal to reject the landlords request for permission to make additional submissions.

7. The Respondent during the hearing sought to include four comparables. These the applicant said had been received outside the parameters of the Directions and that they had been unable to open the file containing them and that they would be prejudiced by their inclusion without the benefit of time to consider them.

8. The Tribunal did not permit the inclusion of the additional comparables.

9. On the 15 February the Respondent asked if the Tribunal could inspect the property to get more of an understanding to the nature of the property. The Tribunal given the late request, did not accede to the request. However, the Tribunal has the power to request an inspection should the hearing indicate, one would be required. The Tribunal did not consider, after hearing the evidence, that an inspection would be proportionate.

Inspection

10. The Tribunal did not inspect the property and did not consider an inspection proportionate.

The Hearing

11. The hearing was attended by the Applicant Henry (Harry) Nourse, the Respondent Ronnie Harris, was represented by their daughter Rachelle Harris who has power of attorney of their father's matters.

Submissions

The Property

12. The property is a two-bedroom flat, with living room/ kitchen, and two bathrooms located on the first floor within a block of 8 or 9 flats itself in turn, within a gated community. The flat has an outside allocated car parking space. An occupier of the flat has access to the facilities in the complex which are a swimming pool, a sauna and a steam room.

Applicant Tenant

13. The Applicant Tenant provided several documents to the Tribunal including the Notice of Increase, the tenancy agreement, an email dated 29 December 2025 purporting to show the width of the study being 1.6m measured to an indentation of a fitted wardrobe, rather than 2.4m suggested by the Respondent.

14. Additionally, a letter dated 29 December 2025 from the tenant to the tribunal. The letter describes the nature of the property in terms of the presence of fitted wardrobes in the bedrooms and its impact on usable space. The letter described the logistics of rent payment and the relationship between the landlord and tenant.

15. The letter sets out three comparables without dates of their lettings they are
Flat 4 Ridgway Gardens at £2450 pcm, said to have the same dimensions
Flat 1 Ridgeway Gardens at £2175 pcm, said to the same dimensions
Further a house, a three-bedroom house with garden said to be larger at £3500 pcm.

The tenant proposes £2000 pcm as the correct rent for the subject property.

16. The completed Reply Form identifies that no inspection is required but a hearing is required. The form notes there is central heating supplied by the landlord. The property has no double glazing, no curtains or carpets with the white goods supplied by the landlord.

17. At the hearing the Applicant confirmed the contents of their submissions and also noted that the utility bills that is gas electricity, and water are paid by them. They submitted that the service charge for the flat was paid by the landlord and that their tenancy provided for the payment of council tax by the Respondent.

18. The applicant's principal concern was the width of the second bedroom was in their view duly restricted by the presence of fitted wardrobes.

19. From the conversations the Applicant had with the occupiers of the comparables presented by him, his opinion was that the subject property should

have a rent of £2300 per month on the current terms. This was supported he contended by the figure being 15% more than the previous rent which he felt was a reasonable increase given the different in time between the setting of the old rent and the proposed rent.

Respondent Landlord

20. The Tribunal received a letter from the Respondent dated 10 December 2025 which described the property.

21. Further a copy of a letter from Kinleigh Folkard & Hayward dated 5 June 2025 suggested a rental value of £3750 per month, exclusive of utilities and council tax. Similarly, a letter from Benham & Reeves dated 9 June 2025, with the suggestion the property has a rental value of £ 3200 to 3500.00 per month.

22. The Respondent also completed a Reply Form, this noted no request for a hearing and inspection. The Reply Form describes the property and notes the dimensions. Noting the landlord provided central heating, double glazing, carpets and curtains, and white goods.

23. The Respondent provided a schedule of properties said to be comparable extracted from Right Move website on 16 January 2026.These show rents ranging from £2800 to £3800 per month.

24. At the hearing the respondent initially sought to correct two matters from the written submissions. The first that from an EPC the area of the flat was now said to be 925 sq feet. Second the property did not have traditional double glazing but a form of single glazing.

25. The Respondent described the property as being in a gate community, as having the same footprint of the other properties in the development, having high end appliances in the kitchen, that the bedrooms had fitted wardrobes but that each could contain a double bed. Further that the property throughout had engineered wooded flooring and marble surrounds in the bathrooms.

26. Additionally, the respondent noted there is basement storage available with the flat.

27. In terms of value the respondent commented on the applicants' comparables that flat 4 had been refurbished and that flat 1 was on the ground floor so attracting a lower rent. The Respondent reiterated the estate agents written material on the potential rental value, and submitted the rent requested of £3000 per month was reasonable.

Analysis and Value

Findings

28. The Tribunal finds the property to be similar in size to the other properties in the development. To comprise two bedrooms, that the kitchen uncontested

had high end appliances, and that the bathrooms have marble surrounds. That the property benefited from basement storage, again uncontested and the property has an allocated car parking space. Further that an occupant of the property has access to the leisure facilities which are swimming pool, sauna and steam room. Finally, that the property has double glazing and is single glazed.

29. The tribunal finds on examination of the tenancy the following;

"9 Utilities and Outgoings

9.1 The landlord shall pay ordinary charges for gas, electricity, water and sewage services as well as internet and streaming services, used by the tenant at the property.

9.2 The tenant shall pay any extraordinary charges for gas, electricity, water and sewage services, used by the tenant at the property, where charges are notably higher than in previous occupation.

9.5 The Landlord shall pay for a television licence if a licence is required at an additional expense to the tenant equal to the cost of the licence fee.

9.6 The landlord shall pay to the relevant authority the Council Tax for the Property."

The parties agreed that the tenant pays the utilities, but the landlord is liable to pay the council tax.

30. The Tribunal finds that the parties have by their agreement in submissions evidenced a change from the written tenancy terms. The Tribunal will make its determination on the altered terms of which the parties expressed agreement in the hearing, that is the tenant pays the utility bills, and the landlord pays the council tax.

31. The Tribunal considers that given the likely nature of occupants and given the nature of the property and the development it is contained in, the layout of the fitted wardrobes would not cause there to be a reduction in rental bid compared with other flats in the development.

32. The Tribunal has considered the tenants suggested market rent for the property of £2300 per month, and the landlords estate agents views of the property's worth and the tenants comparables.

33. The tenant's comparables are obtained from verbal enquiry and there is no written evidence to substantiate. The ground floor flat will attract a lower rent by virtue of the position. The condition of the flat 4 in terms of specification has been subject to commentary by both parties but there is no written evidence to substantiate. The Tribunal gives some weight to these comparables, but it is reduced given the uncertainties.

34. The Tribunal has considered the estate agents expressions of value; the Tribunal is conscious that these are written not for the Tribunal but for the

landlord potentially with the hope of securing an instruction to let. So, the Tribunal reduces the weight on these but nonetheless is guided broadly by them.

35. Given the comparables share the same amenities a rent of £3000 pcm is not unreasonable. Given this particular property tenancy has an undertaking to pay council tax which is likely to amount to £2000 or £3000 per annum then the level of £3000 per month is very achievable.

Undue Hardship

36. The Tenant has not made an application for hardship so in the absence of such the Tribunal finds the effective date of the rent increase in the notice that is, 19 September 2025.

Decision

17. The Tribunal determines £3000.00 per calendar month from 19 September 2025 in accordance with section 13 of the Housing Act 1988

Chairman: **R Waterhouse FRICS**

Date: **17 February 2026**

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.