

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	GB/LON/OOBK/MNR/2025/1021
Property	Flat 4 Dibdin House, Maida Vale, W9 1QE
Tenant	Mrs Sonya Rowlings
Tenant's Representative	Polly Robertson
Landlord	Grainger PLC
Landlord's Address	Citygate St James Boulevard, Newcastle Upon Tyne NE1 4JE
Landlord's Representative	Derin Soloman
Date of Application	16 October 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS Judge Sinead Agnew P Joseph MRICS
Date of Decision	23 April 2026
Rent Determined	£1540 pcm
Date the new rent takes effect	1 November 2025

REASONS FOR THE DECISION

Background

1. On 3 September 2025, the landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1624.80 per calendar month (pcm) in place of the existing rent of £1505.00 pcm to take effect from 1 November 2025.
2. On 16 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. The tenancy commenced 26 May 1991 as an assured periodic tenancy. The rental period is monthly payable on the 1st of the month, initially at £330.00 pcm.
4. The Tribunal has considered all evidence submitted within the timetable set out by the Directions and subsequent oral testimony. The Tribunal has not recorded all evidence submitted within the decision. The omission of a piece of evidence should not be taken that it has not been taken into consideration.

Allocation of Repairs between Landlord and Tenant.

5. The Tribunal has considered the written and verbal submissions of the parties.
6. The tenant noted they had decorated the interior of the property from time to time. The landlord noted that they had supplied the double glazing and the central heating.
7. The Tribunal finds the landlord is responsible for external repairs, section 11 Landlord and Tenant 1985 responsibilities and the heating system. The tenant is responsible for the remainder.

Liability for Council Tax and Utilities

8. The Tribunal has considered the written and verbal submissions of the parties. The Tribunal finds; the tenant is responsible for the payment of utilities and council tax in respect of the Property.

Inspection/Hearing

9. Neither party requested an inspection.

The Property

Extent and Specification

10. The Tribunal from review of papers finds; the property is a first floor flat within a purpose built 1940s development; the property has no lift. There is no car parking space.

Floor	Area	
First	Living room	
	Kitchen	
	Bathroom	
	Bedroom 1	
	Bedroom 2	

Improvements / failure to repair by tenant

11. The tenant described how they had renewed the bathroom upon arrival replacing the bath, WC and basin. Similarly with the kitchen the tenant had replaced the cabinets and had supplied the white goods.
12. The landlord's representative was of the view that the landlord may have undertaken these works but was not sure and had no documentary evidence to this effect.
13. Additionally, the tenant said that upon arrival they had;

Replacing faulty polyester ceiling tiles

Fixing decorative doorhandles

Attending to mould

Removed of old fireplaces

Installed new internal doors

Installed wooden floors and carpets

Changed taps

Boxed in pipes

Installed curtain poles

Fitted wardrobes to the principal bedroom

Replaced a shower in the bathroom that had originally been fitted by the previous landlord.

14. The landlord did not contest this.
15. The Tribunal therefore makes a finding that the tenant undertook these works at their expense.

Specification

16. From the tenants Reply Form it is noted the carpets, curtains and white goods were supplied by the tenant and that the landlord paid for the central heating and double glazing.
17. The property has;

Specification	Provided by
Central Heating	LL
Double Glazing	LL
Carpets and Curtains	T
White Goods	T

Condition and repair

18. The Tenant's representative noted that the tenant had painted the interior of the property. Upon arrival in 1991, the property was taken "as seen", the property having a dated bathroom and dated kitchen.
19. The Tribunal finds that the condition as let to the tenant was dated, but in repair.

Rental Evidence

The Landlord

20. The landlord proposed that the rental level of the property in a good tenable condition should be £2300.00 pcm.
21. To this the landlord made adjustments deducting £100 for white goods, curtains, blinds, floor coverings, decorating. Also deducting £75 for aged kitchen, and £75 for bathroom. A further deduction for scarcity of £210 pcm. This results in £1624.00 pcm
22. The Landlord drew the attention to a number of comparables , a one bedroom in Dibden House asking rent of £ 2100pcm, a two bedroom in Tolgate Gardens NW6 asking £2149 pcm, three further properties asking £2400pcm, these being, two in Stuart Tower, and a further within Maida Vale.

Tenant's rental evidence

23. The tenant submits key comparables are Flat 106 Dibdin House at £ 1200 pcm, Flat 30 Dibden House at £1070pcm, these being three-bedroom units.
24. A further example is Flat 61 is rented as £136 per week.
25. The tenant suggests that the determination should be in the order of these comparables. Further asserting that £1693.93 pcm would be difficult to pay.
26. Further the tenant's representative, requested the Tribunal should take into account the fact the development was a community moved out from Marylebone during World War Two and that increasing levels of rents threatened the community.

Determination and Valuation

27. The valuation date is the effective date of the rent proposed in the Notice of Increase. This is 1 November 2026.
28. The Tribunal values the property on the basis that;
 - (a) The condition of the property disregards any tenant's improvements, so the condition and specification to which the determination is applied is a property in its pre 1991 condition.
 - (b) That the terms of the tenancy are such that tenant has responsibility for internal decoration and repairs
 - (c) That the tenant has supplied their own white goods
 - (d) That the property has a predisposition to mould on the surfaces of the exterior walls.
 - (e) The Tribunal must make a determination under the Housing Act 1988 section 13 and 14 and cannot take into account the social or community nature of the development.
29. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the landlord, the Tribunal determines that the market rental of the subject Property modernised and in good order would be in the order of £2200.00 pcm.
30. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Tenants' improvements identified above
 - b) The nature of the property that predisposes it to condensation and subsequent mould.
 - c) The defects noted and the tired nature of the kitchen and bathroom.

The full valuation is shown below:

Starting Rent

£2200 pcm

Less

Disregarding improvements 10%	£220 pcm
Terms and conditions tenants' responsibilities 10%	£220 pcm
Tenants supply of white goods 5%	£110 pcm
Pre disposition to mould 5%	£110 pcm

Market rent

£1540 pcm

Undue hardship

31. The new rent takes effect from the date specified in the landlord's Notice of Increase unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to the date a Tribunal makes its determination.

32. The Tenant has not asked the Tribunal to fix a later starting date in this case.

Decision

33. Therefore, the Tribunal determines the market rent at £1540.00 per calendar month with effect from 1 November 2025.

APPEAL PROVISIONS

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.