

	<p>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</p>
<p>Case Reference</p>	<p>LON/00AS/MNR/2026/0119</p>
<p>Property</p>	<p>Flat 4, 10 The Runway, South Ruislip. HA4 6EU</p>
<p>Tenant</p>	<p>Ngoshio Susan Vende</p>
<p>Tenant's Representative</p>	<p>None</p>
<p>Landlord</p>	<p>Morris Grosz, Finchley Properties Ltd</p>
<p>Landlord's Address</p>	<p>75 Maygrove Road, London NW6 2EG</p>
<p>Landlord's Representative</p>	<p>None</p>
<p>Date of Application</p>	<p>19 February 2025</p>
<p>Type of Application</p>	<p>Determination of a Market Rent sections 13 &amp; 14 of the Housing Act 1988</p>
<p>Tribunal Members</p>	<p>Mr D Jagger MRICS Mr I Rakhy</p>
<p>Date of Decision</p>	<p>19 May 2026</p>
<p>Rent Determined</p>	<p>£925 per calendar month</p>
<p>Date the new rent takes effect</p>	<p>20 February 2026.</p>

## REASONS FOR THE DECISION

### Background

1. On 20 January 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,096.98 per calendar month (pcm) in place of the existing rent of £900 per month to take effect from 20 February 2026. This being an increase of £196.98.
2. On 19 February 2026, 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. It is stated that the assured tenancy commenced on the 20 October 2021, The Tribunal were presented with a copy of the agreement at a passing rent of £900 per month. The tenancy was for a term of 12 months; therefore, this is a statutory tenancy agreement by one day.

### Allocation of Repairs between Landlord and Tenant.

4. *As per section 11 of the Landlord and Tenant Act 1985.*

### Services Charges or furniture provided by Landlord:

5. None.
6. No service charges.

### Liability for Council Tax

7. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

### Any other terms of the tenancy taken into consideration in determining the rent.

8. It is assumed; there are none.

## Inspection/Hearing

9. The parties did not request an inspection or a hearing.
10. The Tribunal has therefore, considered this case on the basis of the papers, together with the papers provided by the parties, Rightmove, and its own knowledge and specialist expertise.

## The Property

11. The Property is a converted first floor studio flat forming part of a three storey former office block. The accommodation comprises, one bedroom/living room and kitchen area and shower room. The flat has an EPC Rating of C which is above average, and it is stated in the EPC report the floor area is 22m<sup>2</sup>.

Outside: The property has brick elevations under a flat roof. There is an allocated parking space.

The Property is situated in a mixed commercial and residential area close to local amenities and South Ruislip station

## Evidence

12. The parties did not return the Tribunal's Rent Appeal Statements. The tenant provided a statement within the application and stated there should not be any increase in the rent. There were helpful photographs and floor plans for the block. The Tribunal were also provided with video evidence showing water damage from the flat above.

## The Tenant.

13. In the written evidence the Tenant made the following comments:
  - a) The flat has been subject to persistent water damage from the flat above which has caused considerable hardship.
  - b) The tenant states the floor area is very small.
  - c) The tenant provided a selection of comparable evidence for studio flats in a very wide geographical area which included Hanwell, Stoke Newington and Uxbridge. The rental values ranged from £850 pcm through to £1050 pcm. The Tribunal placed limited weight on this

evidence. At best, the Tribunal concluded this evidence provided a tone of values for studio flats in the London area.

*The Landlord*

14. No evidence was provided by the Landlord

Determination and Valuation

15. Relying on its own expert, general knowledge of rental values in the South Ruislip area and the comparable evidence provided by the tenant, the Tribunal considers that the market rental of the subject Property modernised and in good condition in a residential area would be in the order of £1,000 per month. This is the rent we would expect the property to let for in the open market including having white goods and curtains provided by the landlord.
16. From this level of rent, the Tribunal has made adjustments in relation to the following:
- a) The general condition of the property as stated by the tenant.
  - b) The secondary commercial environment in comparison with an established residential area
17. The Tribunal has considered very carefully this information and using its own expertise considers that a deduction of £75 should be applied in order to take account of the of the above matters. It should be noted that this figure cannot be a simple arithmetical calculation and is not based upon capital costs but is the Tribunal's estimate of the amount by which the rent would need to be reduced to attract a tenant.

The full valuation is shown below:

Starting Rent	<u>£1,000</u>
<u>Less</u>	
a) Items given under a) above	£75
Market rent	£925 pcm

## Undue hardship

18. 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.
19. The tenant has stated that his annual salary is £32,940 and any increase in monthly rental payments would cause undue hardship. On the basis of the evidence supplied by the Tenant and the level of the increase, the Tribunal considers that this will not cause undue hardship and accordingly sets the starting date for the new rent as 20 February 2026.

## Decision

20. Therefore, the Tribunal determines the market rent at £925 per calendar month with effect from the 20 February 2026, being the date of the Landlord's notice.

## 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.