

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/26UK/MNR/2026/0050
Property	Flat 132, 37 Clarendon Road, Watford, Hertfordshire, WD17 1DQ
Tenant	Ishpal Singh
Tenant's Representative	N/A
Landlord	GCP Asset Management (UK) Ltd
Landlord's Address	2nd Floor, Kingsbourne House, 229- 231 High Holborn, London, WC1V 7DA
Landlord's Representative	N/A
Date of Application	18 March 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge A Arul David Hunt
Date of Decision	2 June 2026
Rent Determined	£2,350 pcm
Date the new rent takes effect	1 May 2026

REASONS FOR THE DECISION

Background

1. On 3 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,350 per calendar month (pcm) in place of the existing rent of £2,280 pcm to take effect from 1 May 2026.
2. On 18 March 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. The assured tenancy commenced on 14 April 2025 for a term of 12 months. The rental period is monthly.

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 (other than carpets and curtain and white goods specified below) and the costs relating to the same.

5. There are no service charges that have been brought to our attention however the Tenant noted in the application form that there were a number of services which they benefited from including use of a communal gym, cinema, concierge service and two outdoor communal spaces. In addition, there are a number of items of furniture that are supplied as part of the tenancy including beds with mattresses, wardrobes, tables and chairs and appliances.

Liability for Council Tax

6. 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.

7. It is understood that there is a separate licence agreement for the use of a parking space in the building for a separate payment of £100 per month.

Inspection/Hearing

8. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is a 17th floor flat offering the following accommodation:

2 bedrooms, 2 bathrooms, 1 combined kitchen/living room, various storage.

Outside: No exclusive areas but it is understood that there are various communal areas.

The Property is situated in the town centre of Watford in a large multi-storey building in close proximity to the town centre and mainline railway station. The properties in the block are advertised as being of high end and having various luxury communal services such as a gym and cinema.

Evidence

10. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

11. The Tenant made the following comments.
12. The Property had been newly created or refurbished at the time that the tenancy commenced however, one year on, it is now not to be regarded as a new build in terms of condition. The Tenant had a number of complaints concerning the quality of services. The principal one was that the concierge service had been advertised as 24/7 when the tenancy commenced and this was a justification for what the Tenant regards as a premium rent. As time has gone by the service has reduced to normal daytime office hours only. In addition, the Tenant complains that various communal facilities such as the cinema room are frequently unavailable or out of service. Further, some of the services for the building such as window cleaning have not been carried out which the Tenant says impacts the condition and enjoyment of the Property.
13. The Tenant also noted that there are apparently plans to redevelop the adjacent property at 41 Clarendon Road and those include demolition of the existing building and construction of multiple new building including a tower of up to approximately 25 storeys with over 280 residential units. The Tenant asserts that the construction activity will impede their use of the Property and involve

increased traffic and material loss of outlook. The Tenant says this will affect the value of the Property.

14. Finally, the Tenant commented that they pay £100 pcm for use of a parking space however this is not an allocated parking space and there is sometimes difficulty in finding a suitable or convenient space.
15. The Tenant provided a number of photographs of the Property, although no specific items of disrepair were identified or apparent from the photographs.
16. In terms of rental evidence, the Tenant provided links to four extracts from advertised properties on the Rightmove website and some screenshots of properties. These were all two-bedroom properties in high-rise blocks in the town centre and of good condition. They had varying rents between £2,100 and £2,250. One of these properties was in the same block as the subject Property. The Tenant contended that the appropriate market rent would be £2,150 pcm.

The Landlord

17. The following comparables were provided by the Landlord (all two bed flats).
18. The Landlord noted that it owns multiple flats in the same block and asserted that the Tenant is paying the lowest of all of the rents for a similar sized property. The Landlord asserted that the rents for a property of similar size at 850 square feet were between £2,300 and £2,462 pcm, hence the proposed rent of £2,350 was said to be fair. In per square foot terms this was an increase from £32.19 to £33.18. This compared to other two-bedroom units which were said to be achieving on average £34.60 per square foot and on 850 square foot apartments specifically this was £33.54. The Landlord provided a table of the rents that were being achieved in the block. Except for square footage, the size and condition of the properties internally was not clear. The Landlord provided a best price guide document which shows other properties in the locality. One was in the subject building located on the 16th floor and this was being advertised for £2,318 pcm from 27 March 2026.

Determination and Valuation

19. Having regard to the high standard of the Property and its close proximity to Watford town centre and the excellent train links including into the centre of London, and relying on its expert general knowledge of rental values in the area, and the comparables provided by both parties, the Tribunal considers that the market rental value of the subject Property would be in the order of £2,350 pcm. This is the rent we would expect the Property to let for in the open market in its current condition and with the advertised amenities.

20. The Tribunal has considered the possibility of a nearby development impeding on the value however there is no evidence that this has commenced or will commence in the period for which any new rent will be applicable. In any event, the Tribunal does not accept that there is sufficient evidence to demonstrate an impact on the Property and rental values given that any construction works will be by their nature temporary.
21. The Tribunal has noted the Landlord's evidence that appears to show that the subject Property is the lower in price of six properties being let that are 2 bedroom, 2 bathroom. However, this has limited assistance as these are all properties belonging to the same Landlord. The Tribunal is mindful that some of the comparables provided by the parties were of properties of a different size or where it was not possible to determine whether the sizes were comparable.
22. The Tribunal had regard to one flat in the same building which was being advertised at £2,167 pcm and this was a comparable provided by the Tenant. If one were to exclude the £100 paid for parking, which the Tribunal considers is entirely separate to the tenancy, this would show that the rental value was £2,067 per month for a 750 square foot flat of otherwise similar specification and condition. Grossing this up to a 850 square foot flat would equate to a figure of £2,342 pcm. Even on the Tenant's own comparables, therefore, when adjusting for a like for like size, the rental value of £2,350 pcm appears to be a reasonable assessment of the market rate. Attaching less weight to the properties owned by the Landlord and let at higher rents, this nonetheless still gives an indication that market rents are likely to be closer to £2,350 pcm and considerably higher than the £2,150 pcm contended for by the Tenant.
23. The Tribunal has had regard to the Tenant's complaints concerning the lack of all reduction in services. This is not a matter that the Tribunal can adjudicate upon within these proceedings and, in any event, there is insufficient evidence to determine over what periods of time services were not provided. It seems to the Tribunal that these are matters for the Tenant to raise with the Landlord who, in turn, would raise them with the building owner who no doubt charges the Landlord a service charge for those services. In terms of the market rent, there is no evidence that the services advertised are not being supplied at all, it is clear that this is being advertised as a higher end property with various luxury facilities and it seems likely on the balance of probabilities that those matters would be addressed reasonably promptly given the number of properties in the building overall. Even if that were not the case, the Tribunal noted that the tenancy agreement does not specifically list out the services provided and they may therefore be subject to change in any event. In terms of the parking, as we have noted above, this appears to be under a separate license and does not impact on the market rental value for the flat itself.

Market rent

£2,350 pcm

Undue hardship

24. 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.
25. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says that an increase in rent would place additional strain on their financial situation, asserting that the current rent is already at a high-level. The Tenant asserts that this would make it difficult to manage ongoing living costs and refers to their personal circumstances and limited financial flexibility. There is no evidence in support of this and no detail of what the financial strain would be.
26. The Landlord did not respond to the Tenant's application for postponement due to hardship.
27. The Tribunal considers that any rental increase for a Tenant may well be unwelcome however there is no evidence of any exceptionality.
28. As a result of the Tribunal's decision, the rent will increase by £70 from £2,280 pcm to £2,350 pcm. The date specified in the Landlord's notice was 1 May 2026. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and accordingly sets the starting date for the new rent as 1 May 2026.

Decision

29. Therefore, the Tribunal determines the market rent at £2,350 per calendar month with effect from 1 May 2026.

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.