



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

Case Reference	LON/00AN/MNR/2025/1033
Property	11 College Court, Queen Caroline Street, London, W6 9DY
Tenant	Vanessa Emilien
Tenant's Representative	N/A
Landlord	Adel Shafik
Landlord's Address	Woodcote House Farm, Kidderminster Road, Worcestershire, B61 9EQ
Landlord's Representative	In person
Date of Application	7 November 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr O Dowty MRICS Mr T Leppard MRICS
Date of Decision	1 June 2026
Rent Determined	£2,090 per calendar month
Date the new rent takes effect	20 November 2025

REASONS FOR THE DECISION

Background

1. On 11 October 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,250 per calendar month (pcm) in place of the existing rent of £2,090 pcm to take effect from 20 November 2025.
2. On 7 November 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 assured tenancy commenced on 20 June 2016, initially as a fixed term tenancy for a term of 3 years. The tenancy is now a statutory periodic one following the expiry of the fixed term tenancy, with monthly rental periods.

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. The property was let unfurnished.

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. We were not made aware, nor identified ourselves, any terms of the tenancy which differed significantly from those which would generally be expected in the market.

Hearing

8. Neither party requested an oral hearing.

The Inspection

9. We carried out an inspection of the Property on 1 June 2026 in the presence of the Tenant. The Landlord was notified of the inspection but did not attend.
10. The subject property is a 2 bed flat on the 4th floor of a larger, purpose-built, period mansion block (with no access to outside space) on the corner of Queen Caroline Street and Sussex Place, in Hammersmith – close to the Hammersmith Apollo. The windows in the property’s front room open directly onto an elevated section of the A4 Hammersmith Flyover. On inspection, these windows had secondary glazing, however at the date of the proposed rental increase 20 November 2025 they were single glazed. The remainder of the windows at the property remain single glazed, some of which are in poor condition – with damage evident to window frames and a failed upper sash in the kitchen which leaves the kitchen partially open to the elements.
11. Other improvements have been carried out after the proposed rental increase date, such as the installation of new radiators and a new front door. Due to the operation of Section 14 of the Housing Act 1988 (“The Act”), we must consider in our determination the physical condition of the property at the proposed rental increase date – 20 November 2025 – and not the condition of the property now. Similarly, there are a number of disputes between the parties regarding the background to this dispute; however, our role is limited purely to considering the rental value of the property at the proposed rental increase date in line with the statutory framework of Sections 13 & 14 of The Act.
12. There was a slight discrepancy between the landlord and the tenant’s submissions concerning the carpets and curtains at the property – both parties having ticked the relevant boxes on the Tribunal’s standard reply form to indicate they had provided them. In fact, the property does not have carpets at all – and the landlord installed the laminate flooring which is present throughout. There does appear to remain a dispute of fact regarding the provision of curtains, however – having considered the matter – we do not consider this issue alone would have a noticeable effect on the rental bid of a hypothetical tenant, and accordingly it is not necessary to our decision to resolve that dispute of fact.
13. The decoration of the property is generally tired, and below the standard which would be expected for an average property on the market, reflective of the fact the property has been occupied for some considerable time.

Evidence

14. Both the Tenant and the Landlord returned the Tribunal's Reply forms and made additional representations.

The submissions of the parties.

15. The submissions provided by the parties predominantly concerned the condition of the property. The tenant spoke to a number of disrepairs at the property, some of which have since been remedied after the proposed rental increase date.
16. The landlord's submissions focussed on the steps they'd taken in respect of those disrepairs, their conduct over the years, and some of the issues the landlord had faced in arranging for repairs (including issues with the freeholder). Whilst we are grateful to the landlord for those submissions, and appreciate why they were said, they are not particularly relevant to what we have to determine.
17. Instead, we are simply to assess the market rental value of the property in the condition it was in at the proposed rental increase date, save for a handful of exceptions allowed for in Section 14 of the Housing Act 1988 (none of which, we consider and nor has it been suggested, applies here). In brief, even if it is the case that the landlord has good reason for having not conducted repairs - regarding which we make no finding one way or the other - that does not change the fact that those disrepairs existed at the proposed rental increase date.

Determination and Valuation

18. Neither of the parties provided us with particulars from other properties, however both of them provided us with links to online property search websites. We are a very flexible Tribunal in terms of 'rules of evidence', and did the best we could with that, but not all of those links worked – and we could only access 2 of the 3 links provided by the landlord (and not the one provided by the tenant).
19. Whilst we could not access the link to the comparable provided by the tenant, the accompanying submissions were to the effect that the property linked was a superior one in the subject building, on a lower floor with a balcony which had – the tenant averred – been 'recently' let at £2,250 per calendar month (pcm).

20. Both of the comparables we could access that were provided by the landlord were located in the subject building itself. The 3 bedroom flat marketed for £807 per week (approximately £3,500pcm) was of very little assistance to us – being for a much bigger property and advertised for a significantly higher sum. However, the 2 bed comparable from the subject building provided by the landlord was helpful. That was a property, which had apparently been let, which had been advertised for £2,200pcm. The link provided enabled us to see floorplans, pictures and a video of that property which showed it to be practically identical to the subject in arrangement, but in a better condition physically.
21. We are conscious that asking rents provide limited evidence of value. We therefore considered the value in line with our own general knowledge of rental values as an expert tribunal in conjunction with the evidence of the parties. We considered that the property would be expected to let on the market for a rent around £2,200pcm on the proposed rental increase date of 20 November 2025, were it let in the condition considered usual in the market
22. From this level of rent, we made a 5% deduction to account for the physical condition of the property at the proposed rental increase date – which we have set out above.
23. This provides a value of £2,090pcm, as shown in the calculation below:

Unadjusted Market Rent	£2,200
LESS 5% Condition	-£110.00
Market Rent	£2,090.00

Effective Date of Determination

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. In this instance, not only has the tenant not advanced any issues of hardship, but the rent we have determined is the same as the previous rent passing. There is therefore no increase in the rent due, and accordingly our determination is not capable of causing the tenant undue hardship.

Decision

26. We therefore determine a market rent of **£2,090 per calendar month** with effect from **20 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.