

	FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AQ/MRA/2026/0015
Property	75 Bradstowe House, Headstone Road, Harrow, HA1 1EH
Tenants	Yuen Man Yip Mei Sang Anthony Chan
Tenants' Representative	
Landlord	Bradstowe House Ltd
Landlord's Address	60 Welbeck Street, London, W1G 9XB
Landlord's Representative	Vonder UK Ltd
Date of Application	08 June 2026
Type of Application	Determination of a market rent under sections 13 and 14 of the Housing Act 1988
Tribunal Members	Judge Wendy Banks Dr Jan Wilcox
Date of Decision	1 July 2026

REASONS FOR THE DECISION

Background

1. On 5 June 2026, the Landlord served a notice under section 13(2) of the Housing Act 1988 proposing a new rent of £2,305.00 per calendar month (pcm), in place of the existing rent of £2,200.00 pcm, to take effect from 1 September 2026.
2. On 8 June 2026, under section 14(A3) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy commenced on 1 July 2025. The rental period is monthly.

Allocation of repairs between Landlord and Tenant

4. The repairing obligations are governed by section 11 of the Landlord and Tenant Act 1985.

Service charges, furniture and other items provided by the Landlord

5. Clause 3.4 of the Tenancy Agreement states that the rent is inclusive of broadband. The Property is also let with the following items: a lampshade in the hallway; a sofa chair in the dining area; a coffee table; a dining table and four chairs; a 5ft bed in the main bedroom without mattress; two bedside tables; a chest of drawers; a wardrobe; a rug; a ceiling lamp; two 3ft 6 beds in the second bedroom without mattresses; one bedside table; a chest of drawers; a wardrobe; and a ceiling lampshade.

Liability for Council Tax

6. The Tenants are responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Other tenancy terms taken into account in determining the rent

7. None.

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 fourth-floor flat forming part of a purpose-built build-to-rent development, offering the following accommodation:

Accommodation: two bedrooms, two bathrooms, an open-plan kitchen/living room/dining area and a boiler/utility room.

Outside: the Property benefits from a licensed car parking space at a cost of £40 pcm.

The Property benefits from central heating, double glazing, wood flooring, an on-site gym, a members' lounge and a 24-hour team member or security presence on site.

The Property is situated in Harrow, near Harrow-on-the-Hill station, close to local amenities and with good transport links into London.

Evidence

10. The parties completed the relevant MR1 (Tenants), MR2 (Landlord) and MR3 (Tenants' reply).

The Tenant

11. The Tenants made the following comments:

- a) The Tenants stated that the monthly market rent should be between £2,000 and £2,200 pcm.
- b) The Tenants stated that they had been tenants at Bradstowe House for approximately four years, had always paid the rent on time and had maintained the Property responsibly. They did not accept that the proposed rent was reasonable for the following reasons:

1. The Tenants referred to significant rent increases in consecutive years. Following the change of landlord from Greystar/Hincroft Ltd (in administration) to Bradstowe House Limited in November 2024, the rent increased from £2,100 to £2,200 pcm on 1 July 2025, an increase of approximately 4.76%. The proposed increase from £2,200 to £2,305 pcm represents a further increase of approximately 4.77%, with the additional £40 pcm for car parking remaining unchanged. The Tenants stated that this amounted to a significant increase over a short period, despite no corresponding improvement in services or facilities.

2. The Tenants referred to comparable flats in the same building being advertised at lower rents. They identified a Rightmove advertisement for a similar flat within Bradstowe House, managed by the same landlord and management company, at £2,200 pcm. They submitted that the proposed rent appeared inconsistent with the rent being sought by the same landlord for a comparable property within the same building.

3. The Tenants also relied on local market evidence. They identified a serviced apartment at The Hub, College Road, Harrow HA1, advertised on Rightmove at approximately £1,900 to £2,000 pcm. They submitted that The Hub was a comparable serviced apartment development in the same local area, offering similar accommodation and resident facilities, including a private fitness centre, resident lounge and on-site management services, and located near Harrow-on-the-Hill station. They submitted that, based on local market comparisons, the proposed increase was not justified.

4. The Tenants stated that they had been living in Bradstowe House since 2022. During that time, their rent had increased each year, but

they had not seen any real improvement in the condition of the building or the level of management service. They noted that Bradstowe House was completed in around 2016 and submitted that, although it is a relatively modern building, it is not a new-build development and does not have the same standard or facilities as newer residential schemes now available in Harrow.

5. The Tenants stated that, since the change of landlord and management, they had noticed a decline in the quality of maintenance and day-to-day management. They referred, by way of example, to the car park gate and lift being out of service for nine months; repairs taking a long time to complete, including a washing machine replacement taking over 40 days; slower response times compared with previous management; and communal areas not being maintained to the same standard as before, including issues with cleanliness and unresolved mould reported in parts of the building.

6. The Tenants stated that, from their review of current advertised flats in the Harrow HA1 area, many two-bedroom flats were advertised at around £1,750 to £2,050 pcm; better or more modern flats were advertised at around £2,050 to £2,200 pcm; and only a few newer or higher-specification developments were advertised above that level. They referred to Robertson Apartments, a 2025 new-build in Harrow, where similar two-bedroom flats were advertised at around £2,200 pcm.

7. The Tenants submitted that the proposed rent of £2,305 pcm, together with £40 pcm for parking, would produce a total monthly payment of £2,345, which they considered higher than many similar flats in the area, including some newer developments. They considered that the current total payment of £2,240 pcm was already at the high end for a building of this type and age in the local market. They asked the Tribunal to determine a fair market rent having regard to the age of the building, the standard of maintenance and management, and the availability of similar or newer flats in Harrow at similar or lower rents.

8. The Tenants provided photographs of the exterior of the building and the interior of the Property. The Tribunal found that the photographs appeared to show that the Property was in good condition. The Tribunal noted the issues raised by the Tenants regarding management, maintenance delays and cleanliness. However, no supporting evidence was adduced beyond the Tenants' assertions, and the Tribunal was therefore unable to give those matters material weight in determining the rent.

12. The Tenant provided the following comparables from Rightmove:

- i. Headstone Road: marketed as Headstone Road but located in the same building as the Property, and therefore directly comparable. It was advertised at £2,250 pcm for a two-bedroom, two-bathroom flat with private gym membership, members' lounge, parking options, on-site security, proximity to Harrow-on-the-Hill station and a communal garden terrace. The Tribunal noted that parking was now charged at £100 pcm and Wi-Fi at £50 pcm.
- ii. The Hub: advertised at £1,900 pcm. The Tribunal found that this property had similar facilities, including a gym and lounge, but the rent did not include parking or broadband, although complimentary Wi-Fi was available in the amenity areas. The Tribunal considered it less directly comparable than the Headstone Road properties in the same building.
- iii. Coniston Court: advertised on Rightmove at £2,000 pcm. The Tribunal noted that this apartment was not in a build-to-rent building, had no comparable amenities, and was approximately one mile from Harrow-on-the-Hill. Given the availability of more proximate listings, the Tribunal did not consider it an appropriate comparable.
- iv. Highlawn Hall, Sudbury Hill: a two-bedroom, two-bathroom property with secure parking. The Tribunal noted that it was not in close proximity to the station, was not in a build-to-rent development and did not have comparable facilities. It was therefore not directly comparable.
- v. Roxborough Park: the Tribunal considered that this property was not sufficiently comparable for the same reasons as the other less proximate listings.
- vi. Chrome Apartments: the Tribunal noted that this was not a build-to-rent development, parking was not included and there were no comparable facilities. It was therefore not directly comparable.

The Landlord

13. The following comparables were provided by the Landlord from Rightmove:

- i. Perceval Square: advertised at £3,500 pcm. The Tribunal noted that this was a short let only and therefore not comparable.

- ii. Eastman Road: advertised at £2,250 pcm for a two-bedroom, two-bathroom property approximately one mile away. There were no details of comparable facilities, and the property was not in a build-to-rent development. The Tribunal therefore did not consider it directly comparable.
- iii. A property in the same building: a two-bedroom, two-bathroom property and therefore directly comparable. It was marketed at £2,350 pcm, with an additional £100 pcm for parking and £50 pcm for Wi-Fi. The Tribunal also noted images showing one-bedroom, one-bathroom flats in the same development marketed at £1,750 pcm.

Determination and Valuation

- 14. The Tribunal considers that the most useful comparables are apartments of the same size in the same building. The directly comparable two-bedroom apartments were marketed at £2,250 pcm and £2,350 pcm, with one-bedroom flats in the same development marketed at £1,750 pcm. The Tribunal has also taken into account the additional charges now made for parking and Wi-Fi. The Tenants currently pay £40 pcm for parking, whereas parking is now charged at £100 pcm, producing a saving of £60 pcm. The Tenants also benefit from broadband included in the rent, whereas Wi-Fi is now charged separately at £50 pcm. Those two items amount to a combined benefit of £110 pcm. The Property is also partly furnished, as set out in paragraph 5.
- 15. The Tribunal does not determine whether previous rent increases were justified, nor does it assess the fairness of the proposed increase by reference to the Tenants' historic rent. Its statutory task is to determine the rent at which the Property might reasonably be expected to let in the open market at the relevant date, on the same tenancy terms other than as to rent.
- 16. Relying on its own expertise and general knowledge of rental values in the area, and having regard to the comparable evidence while allowing for differences in size, layout, parking, condition, facilities and included services, the Tribunal determines that the open-market rent for the Property is £2,305 pcm. This is the rent at which the Tribunal considers the Property might reasonably be expected to let in the open market at the valuation date, on the same tenancy terms other than as to rent.
- 17. The Tribunal has made no further adjustments from that figure.

Open-market rent: £2,305 pcm

Decision

18. The Tribunal determines the new rent at £2,305 per calendar month, with effect from 1 September 2026, being the beginning of the new period specified in the 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.