

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BK/MNR/2026/0393
Property	Flat 24 St Edmunds Court, 13-18 St Edmunds Terrace, London NW8 7QL
Tenants	Marie-Bornand Tuavai Touiti Marie-Bornand
Tenant's Representative	n/a
Landlord	Alae Chouaibi
Landlord's Address	Flat 1508, Boulevard Central Tower 1, Downtown Dubai, 297055
Landlord's Representative	Foxtons Ltd
Date of Application	26 th May 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge David Cowan – Chair Carolyn Barton MRICS
Date of Decision	10 th July 2026
Rent Determined	£2700

Date the new rent takes effect	29 th May 2026
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REASONS FOR THE DECISION

Background

1. On 27th April 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2925 per month in place of the existing rent of £2700 per month to take effect from 29th May 2026.
2. On 26th May 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's purported notices proposing a new rent to the Tribunal for determination of a market rent.
3. The tenancy commenced on 29th November 2024 for the term of 18 months. The rental period is monthly.

Validity Of Notice – Section 13 of the Housing Act 1988

4. In their application form, the Tenants indicated that they believed that the Landlord's notice was not valid because it was not in compliance with the requirements of the Renters Rights Act 2025.
5. The Landlord submitted that the notice was valid because it was served before the relevant provisions of the 2025 Act came into effect.
6. The Tribunal determines that the notice was valid because it was served before the commencement of the relevant provisions of the Renters Rights Act 2025.

Allocation of Repairs between Landlord and Tenant.

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

Services Charges or furniture provided by Landlord (other than carpets and curtains and white goods specified below) and the costs relating to the same.

8. The Tenants state that furniture was provided by the Landlord as per the inventory.

Liability for Council Tax

9. The Tenants are 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.

10. No other terms of the tenancy were taken into consideration in determining the rent.

Hearing

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

The Property

12. The Property is a 4th floor flat, offering the following accommodation:

Property: two bedrooms, one bathroom, WC, kitchen, living room

Outside: two balconies

The property benefits from central heating and double glazing.

The Property is situated in the St Johns Wood area.

Evidence

13. The Tenant completed the relevant MR1. The Landlord replied using Form 1A. The Tenant responded to the Landlord's reply.

The Tenants

14. The Tenant made the following comments and attached supporting documents:

- a) There are cracks in the tiles in the WC and deep scratches in the wooden floor.
- b) The front door is slim.
- c) The inventory did not correctly describe some of the furniture and the state and condition of the property, of which the landlord's agents were notified.
- d) The property was not properly cleaned before the Tenant occupied it.
- e) The Landlord has been slow to conduct repairs at the property and respond to the Tenant.
- f) The Tenant had to replace the washing machine at the property from their own expense because the landlord did not respond within a reasonable time.
- g) The Landlord had been slow to repair a plumbing issue at the property which meant that the Tenant had to arrange a plumber.
- h) There has been damp and mould at the property which led the Local Authority to make a finding of a Category 1 HHSRS hazard on 28th March 2025 throughout the property. The landlord did not comply with the required actions in their entirety and, in fact, the mould is returning.
- i) The intercom at the property has never worked.
- j) The kitchen balcony has been stuffed with trash from the previous occupier and is unusable.
- k) The television has stopped working.

15. The Tenant provided a range of comparables, drawn from a range of sources. The range of rents for these properties was from £2548 - £2999.

The Landlord

16. Foxtons asserted that:

- a) They were speaking to the landlord concerning the washing machine purchase.
- b) The Landlord has given the go ahead for washing and redecorating the mould affected areas. However, cleaning the mould was the Tenant's responsibility.
- c) The Landlord wrote off £2160 from the rent in respect of the plumbing works at the property.
- d) Two of the Tenant's comparables were smaller than the property. Their comparable at £3,000 reinforced their view about the market rent.

17. They provided two specific comparators at £2,925 pm and £3033 pm. They also provided a rental checker report which indicated average rents for a two bed flat in the NW8 area at £3,366.15 (square meterage at £47.83); the Westminster area at £4,002.32 and £51.76 respectively; and, in the NW8 7 area, £4192.30 and £52.82 respectively.

The Tenant's reply

18. The Tenant replied that:

- a. The two comparables in question were in prime locations, and one was bigger than the property close to Lord's Cricket Ground.
- b. The rental checker was set at a square meterage of 79m² whereas the property is 60 m², and the property lists were filtered by highest price.
- c. The Landlord had only agreed to deal with the mould following the local authority's involvement. They were shocked that Foxtons said that cleaning the mould was their responsibility.
- d. Foxtons' comparable properties do not suffer from the same defects as the property, and they had made a superficial treatment of the mould.

19. The also supplied a "Best Price Guide" for comparable properties within three miles of the subject Property with rents between £2350 - £2750

Determination and Valuation

20. The Tribunal considered all the comparables provided by the Tenants and the Landlord. The Tribunal considered that the Tenant's comparables were not of the same amenity as the property because, for example, there are two balconies at the property and it is on a comparatively quiet road, further up in a block on the 4th floor. In relation to the Foxtons rental checker, the Tribunal notes that the size of the property is approximately 60m².

21. Relying on its own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £2975 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties including having white goods provided by the Landlord.

22. From this level of rent, the Tribunal has made adjustments in relation to the following:

- a) The damp and mould at the property, in which the Local Authority has been involved, and is apparent from the photographs supplied by the Tenant.
- b) The inconvenience caused by the intercom being out of order, especially when the lift is out of order, which the tenant stated was for three months.
- c) The state and condition of the property and furniture provided by the Landlord, including the issues experienced by the Tenant in relation to the management of the property. The latter was not disputed by the Landlord in Foxtons' representations. The Tribunal notes that the inventory described the property and furnishings as being in a "fair

condition” and that it had been “domestically cleaned” at the outset, following which there had been further wear and tear. The inventory also suggests that there is no smoke or carbon monoxide alarm at the time of letting.

The full valuation is shown below:

Starting Rent	<u>£2975 pm</u>
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Less

a)	Items given under a) above	£125
b)	Items given under b) above	£25
c)	Items given under c) above	£125

Open-Market Rent	£2700 pcm
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Undue hardship

23. 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.
24. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because
 - a) The rent increase proposed was +8.3%.
 - b) That increase represents half of their budget for food/groceries.
 - c) They work in a public institution where salary increases are modest.
25. The Landlord did not provide any evidence of which they wished the Tribunal to take account.
26. As a result of our decision the rent will not increase. Accordingly, the Tenant's representations are no longer relevant. The Tribunal does not find there is undue hardship.

Decision

27. Therefore, the Tribunal determines the market rent at £2700.00 per calendar month with effect from 29th 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 (rule 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.