

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BK/MRA/2026/0008
Property	55 Pennell House, 116 Cockfosters Road, London, EN4 0FT
Tenant	Mr Josh Gabbana
Landlord	116 Cockfosters Limited
Landlord's Address	60 Welbeck Street, London W1 9XB
Landlord's Representative	HCGB (Managing Agent)
Date of Application	01 June 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr A Parkinson MRICS Mr I Rakhy
Date of Decision	14 July 2026
Rent Determined	£1,800 per calendar month
Date the new rent takes effect	16 July 2026

REASONS FOR THE DECISION

Background

1. On 14 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,825 per calendar month (pcm) in place of the existing rent of £1,695 pcm to take effect from 16 July 2026.
2. On 01 June 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 shorthold tenancy commenced on 16 May 2025 for an initial term of twelve months. The rental period is now 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 curtains and white goods specified below) and the costs relating to the same.

5. The Tenant is not responsible to pay any service charges.
6. The property is let unfurnished.

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. None.

Inspection/Hearing

9. Neither party requested an oral hearing or inspection.
10. 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

11. The Property is a one bedroom second floor apartment, offering the following accommodation:

Combined kitchen and living room, bedroom and bathroom.

The Property benefits from underfloor heating, double glazing, and Landlord provided floor coverings, window coverings and white goods.

The Property is situated in Barnet.

Evidence

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

The Tenant.

13. The Tenant made the following comments:
- a) I think the landlord notice of increase is legally valid.
 - b) The management has been incredibly poor over the past year.
 - c) There have been various problems including a broken door, thefts, and constant new property managers.
 - d) There is constant noise from TFL lines needing shaving down for the new 2027 trains which is impacting on renters.
 - e) I could rent a house for the proposed rent.
14. In terms of rental evidence, the Tenant stated that the monthly rent should be £1,650 pcm based on other properties available online and provided screenshots of two one-bedroom flats listed on Rightmove with asking rents of £1,650 pcm.

The Landlord

13. The Landlord made the following comments:
- a) The property was brand new when the Tenant first moved in (May 2025).
 - b) The apartment is larger in square feet than the Tenant's comparable properties.
15. The Landlord provided three comparable properties (Rightmove listings) for one-bedroom apartments in close proximity to the subject property with asking rents of £1,825, £1,825 and £1,850 pcm.

Determination and Valuation

16. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord and Tenant, the Tribunal considers that the market rental of the subject Property in good order would be in the order of £1,800 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties.
17. In many cases the Tribunal would then go on to make adjustments to allow for any material differences between the subject property and expected standard of a rental property. In this case there are no material differences for which any adjustments are required, after considering the evidence provided by the Tenant and the Landlord. As such it is not necessary to make any adjustments.

Market rent

£1,800 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.
19. The Tenant has asked the Tribunal to fix a later starting date in this case on the basis that the property was chosen based on what he could afford but the proposed rent is more than he expected to pay. The Tenant did not provide any evidence to demonstrate how or why he would experience hardship.
20. The Landlord did not respond to the Tenant's statement regarding hardship.
21. Due to a lack of detail and supporting evidence from the Tenant the Tribunal does not consider that the increase taking effect from the date in the Landlord's Notice would cause undue hardship and accordingly sets the starting date for the new rent as 16 July 2026.

Decision

22. The Tribunal determines the market rent at **£1,800** per calendar month with effect from **16 July 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.