	FIRST TIER TRIBUNAL **PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AT/MNR/2026/0483**
Property	**23 Hearne Road, Chiswick, London, W4 3NJ**
Tenant	**Mr Graham Weller**
Tenant's Representative	**N/A**
Landlord	**Northumberland & Durham Property Trust Limited**
Landlord's Address	**Citygate, St James' Boulevard, Newcastle upon Tyne, NE1 4JE**
Landlord's Representative	**Mr Robert Steel, Grainger plc**
Date of Application	**7 June 2026**
Type of Application	**Determination of a Market Rent, sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Ms S Allen** **Mr D Jagger MRICS**
Date of Decision	**24 July 2026**
Rent Determined	**£521.00 per week (£2,260 per calendar month)**
Date the new rent takes effect	**24th July 2026**

REASONS FOR THE DECISION

Background

1. On 23 April 2026 the Landlord served on the Tenant a notice under section 13(2) of the Housing Act 1988 ("the 1988 Act") proposing a new rent of £521.00 per week in place of the existing rent of £368.00 per week, to take effect from 8 June 2026.

2. On 7 June 2026, under section 13(4)(a) of the 1988 Act, the Tenant referred the Landlord's notice to the Tribunal for the determination of a market rent. The referral was made before the date specified in the notice as the date on which the new rent would take effect and was therefore made in time.

3. The Property was let to the Tenant's late mother, Mrs Irene Gladys Weller, under a regulated tenancy within the meaning of the Rent Act 1977. Mrs Weller died on 8 March 2026 and the Tenant, her son, succeeded to the tenancy with effect from 9 March 2026. As the Tenant is a member of the former tenant's family and not her spouse, the tenancy to which he succeeded is an assured periodic tenancy arising under section 39 and Schedule 4 of the Housing Act 1988 Act, not a regulated tenancy. There is no written tenancy agreement, as the Landlord confirmed in its letter to the Tenant of 22 May 2026.

Jurisdiction and the applicable law

4. Under section 14(1) of the Housing Act1988 the Tribunal must determine the rent at which it considers that the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy, making the assumptions set out in that subsection. By section 14(2) the Tribunal must disregard any effect on the rent attributable to the granting of a tenancy to a sitting tenant, any increase in value attributable to a relevant improvement carried out by the tenant otherwise than in pursuance of an obligation to the landlord, and any reduction in value attributable to a failure by the tenant to comply with the terms of the tenancy.

5. Neither party has challenged the validity of the notice and the Tenant confirmed in his application that he considers it to be valid.

Allocation of repairs between Landlord and Tenant

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

7. The entry in the Rent Register records that the Landlord is responsible for repairs and external decoration and that the Tenant is responsible for internal decoration. Neither party suggested that those responsibilities altered on the succession and the Tribunal has proceeded on that basis.

Service charges or furniture provided by the Landlord and the costs relating to the same

8. There are no service charges associated with the property and the property was let unfurnished.

Liability for Council Tax

9. 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

10. The Tenant's responsibility for internal decoration, no white good provided and no gas central heating at the Property have all been taken into consideration.

Inspection and Hearing

11. Neither party requested an oral hearing or an inspection, and neither identified any characteristic of the Property that could not be addressed on the documents and photographs provided. 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

12. The Property is a three bedroom terraced house arranged over two floors, offering the following accommodation:

    Ground floor: entrance hallway, front room, back room and kitchen.

    First floor: two double bedrooms, a box room, a bathroom and a landing.

    Outside: gardens to the front and rear.

    The Property has double glazed windows and doors, installed in 2016. It does not have gas central heating. The kitchen and the bathroom are of a basic and dated standard. No white goods are provided.

    The Property is situated in Chiswick, W4, an established and sought after residential area of West London close to Strand on the Green, within easy reach of Gunnersbury and Kew Bridge stations and the A4.

Evidence

13. Both the Tenant and the Landlord returned the Tribunal's reply forms. The Landlord returned form MR2, signed and dated 26 June 2026. The Tenant returned form MR3, signed and dated 28 June 2026.

The Landlord

14. The Landlord did not agree the Tenant's description of the Property. It says that, contrary to the Tenant's account, the Property does have double glazing, the windows and doors having been replaced in 2016.

15. The Landlord wishes to charge the rent proposed in its notice. It provided the following comparable evidence, both properties being within a quarter of a mile of the Property:

    a) Geraldine Road, Strand on the Green, W4, at £4,000 per calendar month (£923 per week). A three bedroom terraced house of 1,091 sq ft with a 24'6 reception room, a newly installed 14'8 kitchen and breakfast room, a family bathroom, an en suite cloakroom and a private patio garden. Offered unfurnished. Marketed by Harpers of Chiswick, listed on 3 June 2026 and shown as let agreed.

    b) Oxford Road South, Chiswick, W4, at £4,199 per calendar month (£969 per week). A four bedroom terraced house with a double through reception with bi-folding doors to the garden, a large modern kitchen, a WC and cloakroom, a family bathroom and a large shower room, and a large south facing rear garden.

EPC D. Offered unfurnished. Marketed by Borthwicks, listed on 19 May 2026 and shown as let agreed.

16. From that evidence the Landlord took a starting point of £2,800 per calendar month and deducted £200 for tenant responsibilities, £100 for a basic bathroom, £100 for a basic kitchen, £40 for the absence of white goods and £100 for the absence of gas central heating, arriving at an adjusted rent of £2,260 per calendar month, or £521.00 per week.

The Tenant

17. The Tenant made the following comments:

    a) He accepts that the windows and doors were replaced in 2016 and that the Property is double glazed. He says double glazing is now a standard feature of rented homes and does not of itself justify the rent sought.

    b) He disagrees with the Landlord's method of starting from a superior property and making deductions. He submits that it would be fairer to compare the Property with properties already similar in age, condition and features, and that starting from a much better property is likely to produce a rent that is too high.

    c) The Property has been in the same tenancy for over 55 years and the Landlord has made very few improvements to it. Apart from the windows and doors, there have been no major upgrades. The kitchen and bathroom are old, there is no gas central heating, and the overall standard of the Property is well below that of many homes currently let in the area.

    d) No white goods are provided.

    e) The Landlord's comparables are not truly comparable. Unless they have a similar kitchen, bathroom, heating system, fixtures, fittings and overall condition, they should not be used without proper adjustment, and the Landlord has not explained how its deductions were calculated or shown that they fairly reflect the differences between the properties.

18. In his application the Tenant proposed a rent of £407.40 per week, that figure being taken from the fair rent registered on 23 April 2026. He also set out his financial circumstances and his health, to which the Tribunal returns under the heading of undue hardship below.

Determination and Valuation

19. The Tribunal accepts the Tenant's submission that the two properties relied on by the Landlord are materially superior to the Property. Comparable (a) is a modernised three bedroom house of 1,091 sq ft with a newly installed kitchen and an additional cloakroom. Comparable (b) is a modernised four bedroom house with a large modern kitchen and a second shower room. Neither can be adopted without substantial downward adjustment. They are, however, recent lettings of terraced family houses within a quarter of a mile of the Property, and as such they are of real assistance in

establishing the general level of rents for houses of this type in this part of Chiswick. The Tribunal accepts them as suitable evidence for that purpose.

20. The Tribunal does not accept the Tenant's criticism of the Landlord's method. Where no directly comparable letting is available and lettings of unmodernised houses of this kind are unlikely to come to the open market with any frequency, the conventional and correct approach is to establish the rent the subject property would command if let in good modern order, and then to make deductions to reflect its actual condition and the actual terms of the tenancy. This is the approach the Tribunal has adopted. The exercise is one of valuation judgment and the Tribunal has applied its own expertise and knowledge of rental values in this part of West London rather than simply adopting the Landlord's figures.

21. Relying on its own expert and general knowledge of rental values in the area, and on the comparable evidence provided by the Landlord, the Tribunal considers that the market rent of the Property, if it were modernised and in good order, with gas central heating, a modern kitchen and bathroom and white goods provided, and let on the usual assured tenancy terms, would be in the order of £2,800 per calendar month. That is the rent the Tribunal would expect the Property to achieve in the open market if it were in the same general condition as the comparable properties provided by the Landlord, and it reflects the smaller size and more modest specification of the Property when set against those comparables.

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

    a) Tenancy terms and responsibilities, the Tenant being responsible for internal decoration.

    b) The basic and dated bathroom.

    c) The basic and dated kitchen.

    d) The absence of white goods.

    e) The absence of gas central heating.

The valuation is shown below:

Starting rent <u>£2,800 pcm</u>

<u>Less</u>

Items given under a) to e) above, total <u>£540</u>

Market rent £2,260 pcm, being £521.00 per week

23. The Tribunal has considered the Tenant's remaining points. Double glazing is now a standard feature of the letting market and no addition has been made to the rent on account of it; equally, no deduction falls to be made for its absence, since the Property has it. The length of the tenancy and the Landlord's historic level of investment in the Property are not matters to which section 14 of the 1988 Act directs the Tribunal. What matters is the condition and specification of the Property at the valuation date, and the consequences of the limited investment described by the Tenant are reflected

in the deductions made above for the dated kitchen and bathroom and for the absence of gas central heating. The Tenant's personal and financial circumstances are not relevant to the determination of the open market rent, although they are relevant to the separate question of undue hardship considered below.

24. The registered fair rent of £407.50 per week does not assist the Tenant. A fair rent is determined on the different statutory basis set out in section 70 of the Rent Act 1977, which requires the effect of scarcity to be disregarded, and it was in this instance subject to the cap imposed by the Rent Acts (Maximum Fair Rent) Order 1999. A fair rent is therefore not evidence of the open market rent of the Property, and on the succession the Rent Act rent limits ceased to apply to this tenancy in any event. The Tribunal has given the registered fair rent no weight in determining the open market rent.

25. The Tribunal therefore determines that the rent at which the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy is £521.00 per week, which equates to approximately £2,260 per calendar month. That is the rent proposed in the Landlord's notice, and the Tribunal is satisfied that it is not excessive.

Undue hardship

26. 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 on which the Tribunal makes its determination.

27. The Tenant says that the increase would cause him hardship. He states that his income consists of benefits of £823 per month, together with personal independence payment of £778.40, that he was in the process of making a new claim to Universal Credit from 8 June 2026 in the hope that it would meet an element of the rent, and that once gas, electricity, Council Tax and water rates are met there is very little more he can afford. He says that an increase above the level previously set would mean choosing between food and fuel on the one hand and the rent on the other, that this would place further strain on his mental health, for which he is under the care of his doctor and local outreach agencies, and that he takes daily medication for blood clots on his lungs. He did not provide documentary evidence in support. The Landlord confirmed at question 2.8 of its reply that it had no evidence it wished the Tribunal to take into account on this issue.

28. The Tribunal accepts the Tenant's account, which was detailed, consistent and uncontradicted. The increase is a substantial one, from £368.00 to £521.00 per week and it falls on a tenant of limited means who succeeded to the tenancy only three months before the date specified in the notice and whose entitlement to assistance with his housing costs was, on his account, still being established. To give the new rent effect from 8 June 2026 would create immediate arrears of a size the Tenant could not reasonably meet. The Tribunal is satisfied that it would cause the Tenant undue hardship for the new rent to take effect from the date specified in the Landlord's notice

and accordingly directs that the new rent takes effect from the date of this decision, that being the latest date the Tribunal may direct.

Decision

29. The Tribunal determines the market rent at £521.00 per week, being £2,260 per calendar month, with effect from 24th 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.