



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

Case Reference	:	LON/00AE/MNR/2026/0383
Property	:	6c Grosvenor Gardens London NW2 4QP
Applicant	:	Ashley Banks Yasmin Rahman (Tenants)
Representative	:	None
Respondent	:	Fatos Peja (Landlord)
Representative	:	Kinleigh Ltd. (Agent)
Date of Application	:	24 May 2026
Type of Application	:	Determination of a Market Rent sections 13 & 14 Housing Act 1988
Tribunal Members	:	N. Martindale FRICS P. Ogunfeibo
Date of Decision	:	22 July 2026
Rent Determined	:	£1900 per calendar month
Date of new rent start	:	31 May 2026

REASONS FOR DECISION

Background

- 1 A landlord's notice dated 2 April 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £1920 per calendar month in place of the passing rent of £1820 pcm, to take effect from 31 May 2026.

2 At a date, prior to the effective date, under S.13(4)(a) Housing Act 1988 the tenant referred the landlord's notice proposing a new rent, to the Tribunal for determination.

3 The assured tenancy is now periodic calendar monthly.

Allocation of Repairs between Landlord and Tenant

4 As per S.11 Landlord and tenant Act 1985.

Landlord's Service Charges and Furniture provided and costs.

5 There was a sofa, coffee table, TV stand, wardrobe. There were floor coverings and white goods.

Liability for Council Tax

6 Tenant.

Other relevant terms of tenancy

7 None

Inspection and Hearing

8 An inspection is not routinely carried out. The Tribunal is content that it has sufficient information on the Property, its condition and on comparables, from a combination of the written and any photographic representations received and from its own knowledge and specialist expertise.

Property

9 There was no inspection. The Property is a (top) second floor flat by conversion. The Property has two bedrooms, living room, kitchen, bathroom/ wc; it is part of an original Edwardian mid terraced family home, apparently on 3 levels – the Building. The lower floors are similar flats by conversion. Access to the attic floor is from a shared internal communal staircase.

10 The Building forms part of a longer terrace of similar houses, some converted into flats since construction. The road consists of very similar houses an established residential area. There are on street parking restrictions and it appears no off street parking at the Building that is let with the Property. (Google Streetview September 2025).

11 The Building is of traditional brick fair faced external appearance. The main roof over the Building appears to be double pitched hipped and tiled. The street boundary is the open back edge of the pavement. The Building seems to be in good/ fair order. Window glazing appears to be

double glazed timber windows to the Property. There is gas fired central heating to most of the Property.

Evidence

- 12 The Tribunal received completed Form MR 1 from the tenant along with about 10 photographs mainly of the interior and series of minor disrepair and/ or of poor finishes. Form 1a from the landlord was not received. The Tribunal is grateful for such information as was provided by one or both of the parties.

Tenant

- 13 The tenant did not contest the form or content of the landlords S.13 Notice but, did contest the new rent. The tenant felt that the rent should reduce to £1750 pcm. The Property was in poor condition regarding wall finishes, door and window seals. The 'second bedroom' was a mainly unplastered, unfinished loft space. Whilst it had an overall floor area of a small single bedroom most of this was under 5' in height under the steep roof pitch. There was no fixed heating and poor insulation to this attic room. Although there were floor coverings they were largely cheap worn carpets. There were reports of various historic minor disrepairs but they had taken an inordinately long time to fix in an amateurish manner.
- 14 The tenant took the view that it was really only 1 bed flat and that these in the area went from £1550 pcm to £1750 pcm, one with an additional balcony. The rent should be £1750 pcm with that boxroom rather than the balcony at this Property.

Landlord

- 15 The Tribunal received no representations from the landlord.

Law

- 16 In accordance with the terms of S.14 of the Act we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; but assuming that the Property to be in a reasonable internal decorative condition.

Validity

- 17 The tenant did not query the validity of the Notice.

Valuation

- 18 From the Tribunal's own general knowledge of market rent levels in LB Brent for a Property of this type prices ranged between £1750 pcm and £2050 pcm, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £1900 pcm, fully fitted and in good order. This is the rent we would expect the Property to let for in the open market if it was in the same condition as comparable properties including landlord's white goods and carpets in the Property and communal areas.
- 19 The Property had no fixed heating and only limited headroom in the box room but it did provide useful internal space. The Tribunal considered it to be a two bedroom, rather than a one bedroom flat with additional internal storage space. The range of minor disrepair was insufficient to justify any end allowance on this figure. The Tribunal therefore determines the new market rent at £1900 pcm.

Undue Hardship

- 20 Allowance for hardship from this increase in the rent was not sought by the tenant in their application. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

- 21 The starting date of the new rent of £1900 pcm inclusive to be levied is from and including 31 May 2026.
- 22 **Although the landlord is not obliged to charge this rent and may charge a significantly lower rent as a result of their own choice, policy, or governmental regulation; they may not charge more than this figure. Otherwise any further reduction in this figure on what is levied, is a matter between the parties, only.**

Chairman N Martindale FRICS

Date 22 July 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).