

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BK/MRA/2026/0079
Property	Flat 52 Guildford House, Tollgate Gardens, London, NW6 5FU
Tenant	Brooke Ward
Tenant's Representative	N/A
Landlord	Amrish Lakhani
Landlord's Address	Building 12, Chiswick Park, 566 Chiswick High Road, London, W4 5AN
Landlord's Representative	Foxtons
Date of Application	6 July 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Ms S Beckwith MRICS
Date of Decision	4 August 2026
Rent Determined	£2,350 per calendar month
Date of Valuation	12 August 2026
Date the new rent takes effect	12 August 2026

REASONS FOR THE DECISION

Background

1. On 20 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,450 per calendar month (pcm) in place of the existing rent of £2,250 pcm to take effect from 12 August 2026.
2. On 6 July 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open market rent.
3. The tenancy commenced on 12 March 2025. The rental period is monthly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid due to it not having been signed by the Landlord.
5. The Landlord did not make any comments in response.
6. The notice was served in the prescribed form, giving the correct notice period and taking effect on a new rental period of the tenancy. The notice states that it can be completed and signed electronically. The name of the Landlord and their agent was completed and the Tenant understood its meaning and purpose. The Tribunal therefore finds that the notice is valid.

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 curtain and white goods specified below) and the costs relating to the same.

8. The Property was let part-furnished with bed frame and mattress, wooden table and stools, outdoor rug and chair and two wooden cupboards.

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. N/A

Hearing

11. 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

12. The Tenant provided a floor plan of the Property and photographs.
13. The Property is a first floor flat in a modern purpose-built residential block, offering the following accommodation:

Property: one bedroom, a combined living room/kitchen and a bathroom.

Outside there is a balcony.

The Property benefits from double glazing and underfloor heating. There are communal gardens, a concierge service and a gym. White goods were provided by the Landlord.

The Property is situated in northwest London. Kilburn Park station is 0.2 miles to the southwest.

Evidence

14. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant

15. The Tenant made the following comments:
- a) The Tenant confirmed that they had provided new curtains due to the poor condition of the existing set.
 - b) There are unpleasant smells from the garbage room entrance.
 - c) The Property has damage from prior tenants to the floor in the living room and kitchen surfaces.
 - d) The Property does not have air conditioning and is very hot during the summer.
 - e) The Tenant replaced the front door locking system when it stopped working, although this was ultimately paid for by the Landlord.
 - f) A fatal stabbing at the block in December 2025 has necessitated night time security guards.
16. The Tenant did not provide comparable rental evidence, but a “rent checker” calculation from On the Market supporting £2,150 pcm.

The Landlord

17. The Landlord made the following comments:
- a) The Landlord confirmed that the only known condition issue relates to staining on sections of the wooden flooring, which is limited in nature and does not amount to extensive damage.
 - b) The Landlord disputes the allegation that there is a sewage smell within the Property. The Landlord occupied the Property for approximately five years prior to the tenancy and did not experience any such issue during that period.
 - c) An inventory, inspection records and photographs are mentioned in the Landlord’s reply but have not been provided.
18. The Landlord provided a “Rental Checker Evidence” report listing rents achieved in NW6, Westminster and NW6 5 in the last six months. For the NW6 5 postcode, 27 one bedroom comparables let between £953 pcm and £3,250 pcm are listed. No transaction dates are visible in the report. The Landlord did not specify on which comparables they relied upon to support their market rent.

Determination and Valuation

19. Neither the Tenant or the Landlord has provided commentary on specific completed transactions and how they compare to the Property.

20. Relying on its own expertise and general knowledge of rental values in the area, and the information provided by the Landlord and Tenant, the Tribunal considers that the market rent of the subject Property would be in the order of £2,350 pcm.
21. The Tribunal has taken into account the configuration, specification and condition of the property in arriving at the level of rent achievable in the open market set out above, including the nature of the building with concierge, communal gardens and gym; as well as the internal cosmetic issues highlighted by the Tenant. The Tribunal therefore makes no further adjustments.

Undue hardship

12. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.
13. 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 they had budgeted based on the tenancy ending on 11 September 2026. The Tenant did not provide any supporting documentation about their financial circumstances.
14. The Landlord did not respond to the Tenant's application for postponement due to hardship.
15. As a result of our decision the rent will increase by £100 per month. On the basis that no supporting evidence was supplied by the Tenant, the Tribunal considers that undue hardship has not been demonstrated and does not fix a later starting date.

Decision

16. The Tribunal determines the new rent amount at £2,350 per calendar month with effect from 12 August 2026 as this is lower than the proposed rent of £2,450 per calendar month.

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.