

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AJ/MRA/2026/0068
Property	18a Woodgrange Avenue, London, W5 3NY
Tenant	Antoine Collin
Tenant's Representative	N/A
Landlord	Tanya Knight
Landlord's Address	Lancing Cottage, Edlington Road, Winchester, SO23 7AF
Landlord's Representative	Winkworth Ealing & Acton
Date of Application	4 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	5 August 2026
Rent Determined	£2,600 per calendar month
Date of Valuation	19 July 2026
Date the new rent takes effect	19 August 2026

REASONS FOR THE DECISION

Background

1. On 18 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,600 per calendar month (pcm) in place of the existing rent of £2,200 pcm to take effect from 19 July 2026.
2. On 4 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 19 July 2014. The rental period is 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 curtain and white goods specified below) and the costs relating to the same.

5. The Property was let part-furnished with wardrobes, a glass cabinet, two bed frames and mattresses, a sofa, an armchair, a dining table and chairs.

Liability for Council Tax

6. 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.

7. N/A

Hearing

8. 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

9. The Tenant provided photographs of the Property and dimensions of the rooms. The Landlord provided a floorplan and particulars from the time the Property was initially marketed.
10. The Property is a first floor flat in a converted house, offering the following accommodation:

Property: three double bedrooms, a kitchen, living room and bathroom.

Outside: a ground floor patio area, accessed via a concrete staircase with 22 steps.

The Property benefits from central heating and double glazing. The Landlord provided white goods and has replaced them as necessary during the tenancy.

The Property is situated on a residential street between Acton and Ealing in west London. Ealing Common underground station is 0.2 miles to the northeast.

Evidence

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

The Tenant

12. The Tenant made the following comments:
 - a) The Tenant has replaced furniture which was broken or worn throughout the tenancy.
 - b) The double glazing is old and the rubber seals around the window units have perished, allowing draughts and causing condensation.
 - c) The condition of the windows and size of the central landing make the Property difficult to heat.
 - d) The laminate flooring is old and there is some separation between the planks.
 - e) The tiled patio area has been affected by the root system of trees.
 - f) There is structural dampness and wall cracks in one of the bedrooms.
 - g) The kitchen and bathroom are unmodernised throughout the duration of the tenancy.

13. The Tenant provided the following comparables:
- a) Elderberry Road – a three bedroom (two double, one single), one bathroom part-furnished maisonette with private garden being marketed at £2,070 pcm.
 - b) Grange Road – newly refurbished three double bedroom, two bathroom ground floor flat with communal garden being marketed at £2,700 pcm.
 - c) Berry Way – three bedroom two bathroom apartment within an end-of-terrace house being marketed at £2,800 pcm.
14. The Tenant comments that comparable a) is the Low-Tier Baseline, b) and c) are Mid-Tier Market Standard and Luxury properties fetch £3,000 pcm plus. The Tenant believes the Property sits in the Low Tier and its market value is £2,000 pcm.

The Landlord

15. The Landlord provided a maintenance, repairs and improvements log and independent inspection report dated 3 June 2026 and made the following comments:
- a) The maintenance, repairs and improvements log confirmed that various works have been undertaken to the Property throughout the tenancy including the bath having been resealed in November 2017, electrical and lighting upgrades undertaken in 2028, the hallway fully replastered, redecorated and repainted in 2019, a new boiler and heating system installed in November 2021 and various garden maintenance works undertaken in 2025.
 - b) The cracking in the bedroom was first reported on 2 June 2026 and an inspection undertaken on 3 June 2026. A contractor was instructed to investigate, the issue identified and repair completed.
 - c) The issue with patio paving was first reported in June/July 2026.
 - d) Prior to June 2026, no reports about any of the issues raised by the Tenant had been made.
16. The Landlord provided a Best Price Guide with various properties between two and four bedrooms within 0.25 miles of the Property which had been advertised between 7 April 2026 and 7 July 2026 for between £2,250 pcm and £3,500 pcm.
17. In addition the following comparables were provided by the Landlord:
- a) Cedar Grove – a two bedroom flat advertised for £2,800 pcm.

- b) Woodgrange Avenue – a three bedroom flat with no private garden advertised for £3,250 pcm.
- c) North Common Road – a three bedroom flat with communal garden advertised for £2,750 pcm.
- d) Bloomsbury Close – a three bedroom flat, with no private garden advertised for £2,800 pcm.
- e) Castlebar Road – a three bedroom flat advertised for £2,850 pcm.

Determination and Valuation

18. The Tenant's comparables are all some distance from the Property on the eastern side of the A406. Likewise the Landlord's comparables a) and e) are over a mile from the Property and the Tribunal considers properties in closer proximity to the Property to be more relevant. The Tribunal notes that the Landlord's Best Price Guide shows no properties (with two beds or more) within 0.25 miles of the Property being advertised at less than £2,250 pcm and therefore considers the Tenant's suggested market rent of £2,000 pcm for a three bedroom flat to be unsupported by the market conditions evidenced.
19. Relying on its own expertise and general knowledge of rental values in the area, and the information provided by the Landlord and the Tenant, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £2,800 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 and furniture provided by the Landlord.
20. The Tribunal has taken into account the location of the Property on a residential street close to Ealing Common station; its size having three double bedrooms; and access to a private external area.
21. The Tribunal notes that the Tenant has been in occupation for over ten years and some refurbishment and redecoration would be required to bring the Property to the standard expected in the open market. The Tribunal has therefore made adjustments in relation to the following:
 - a) Dated nature of the kitchen and bathroom
 - b) Property in need of some repairs and decoration
22. The full valuation is shown below:

Starting Rent £2,800 pcm

Less

Dated kitchen/bathroom	)	
Wants of repair/decoration	)	approx. 7.5% <u>£210</u>

Market rent less deductions £2,590

Open-Market Rent **£2,600 pcm**

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 a backdated debt would cause financial difficulties. No evidence in support of the Tenant's financial situation has been provided.
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 £400 per month. The Tenant's comments relate to a backdated debt, however, the increase will not be backdated. 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 £2,600 per calendar month with effect from 19 August 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.