



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

Case Reference	:	LON/00AC/MNR/2026/0215
Property	:	Flat 2 Liberty Court 141 Great Northway London NW4 1PR Shirin Shabon
Applicant	:	Sayed Torfegoo Pejman (Tenants)
Representative	:	None
Respondent	:	Mohamed Bello Koko (Landlord)
Representative	:	Edengate Services Ltd. (Agent)
Date of Application	:	1 April 2026
Type of Application	:	Determination of a Market Rent sections 13 &14 Housing Act 1988
Tribunal Members	:	N. Martindale FRICS S. Dhanani
Date of Decision	:	22 June 2026
Rent Determined	:	£2000 per calendar month
Date of new rent start	:	22 June 2026

REASONS FOR DECISION

Background

- 1 A landlord's notice dated 24 March 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £2080 per calendar month in place of the passing rent of £1680 pcm, effective at 27 April 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 calendar monthly periodic.

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 were said to be several beds and couches left at the Property and some white goods. All are said to be defective after some time and replaced by the tenant own furniture and white goods. It is unclear whose the fitted floor coverings are or window coverings.

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 photographic representations received and from its own knowledge and specialist expertise.

Property

9 There was no inspection. The Property appears to be ground floor, in a small purpose built block of flats dating from the 1990's. The block is low rise of 3 and partly 4 levels. The Property has a 3 bedrooms, living room, kitchen, bathroom, WC, on 1 level. There is shared use of gardens and other communal areas at the Building.

10 There are on street parking restrictions. Access is off a local side road in an established residential area but very near to the Great Northway aka the Barnet Bypass a 3 lane each way, motorway equivalent road on the other side of a fence by the Building. (Google Streetview May 2019 and September 2024).

11 The Property appears to be of basic block walls, partly rendered above ground level. The main roof of the Building is a series of monopitch roofs which appears to be covered in a rigid sheet material. It appears

in fair to poor condition with blown and failing render to upper level external walls and damp and moss growth to the fair faced concrete block ground floor external walls.

- 12 There are double glazed windows, central water and space heating. There are some persistent issues with electrical distribution, white goods and furniture. There appear to outstanding issues with the shower and WC, flooring tiles, damp, mould etc., but the truth is obscured by a stream of accusations and denials between landlord and tenant. The local authority has historically brought a series of minor but persistent defects to the landlord's attention. It is to be expected that other minor defects and disrepair will arise in the future here.

Evidence

- 13 The Tribunal received completed a version of an unnumbered Form from the tenant. The landlord served a starting Form 4 Notice of rent increase and later filed a Form 1b. They countered many of the alleged and persistent defects at the Property. They included a short report on local rental market conditions for flats. The Tribunal is grateful for such information as was provided by one or both of the parties.

Tenant

- 14 The tenant referred to the condition inside the Property and provided some internal photographs. The tenant highlighted a series of minor defects including; electrical and plumbing defects, damp and mould.
- 15 The Tribunal did not find any tenants' proposal for the new rent.

Landlord

- 16 The Tribunal received the Form 1a confirming basic facts and a report on the market. This denied many of the allegations of disrepair. They also provided some asking rents for other 3 bedroom flats nearby. These showed rents of between about £2,400 to £3000 pcm. All had 3 bedrooms, some had 2 bathrooms most were of a similar age in purpose built blocks. They considered that the proposed £2080 pcm made due allowance for such conditions at the Property as they accepted existed.

Law

- 17 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.

Valuation

- 18 The Tribunal finds the tenant's and landlord's photographs and records of assistance for the internal condition. From the Tribunal's own general knowledge of market rent levels in LB Barnet it determines that the subject Property would let on normal Assured Shorthold Tenancy (AST) terms, for £2400 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 carpets and curtains.
- 19 Both parties made lengthy representations on the condition at the Property, how it had been, how it was now and over the cost of repairs and the shortcomings of the other party. The true extent of the position was not easy for the Tribunal to discern. From the representations the Tribunal found that there were some shortcomings at the Property, sufficient to justify a significant deduction in the rent above. The Property had some persistent damp issues to the external walls which appeared to affect some of the interior space. There had been significant defects in the electrical distribution system. There had been defects to the WC and shower. The kitchen white goods had to be replaced by the tenants own fittings.
- 20 For these significant factors the Tribunal makes a deduction of £400 pcm. The new rent is therefore £2000 per calendar month.

Undue Hardship

- 21 The tenant set out details basic health conditions and disabilities for family which she says will cause her hardship. There was little independent hard evidence to support it though. The landlord made representations to the Tribunal that the tenants comments were not credible. The Tribunal has on balance, given the tenant the benefit of the doubt and exercised a short delay in the effective date of the increase, to the date of this decision. The Tribunal was prepared to grant this, as it is within its power and represents a modest delay here of about 2 months.

Decision and effective start date

- 22 The starting date of the new rent of £2000 per calendar month is from and including 22 June 2026.
- 23 **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.**

Chairman N Martindale FRICS

Date 22 June 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).