

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AC/MNR/2026/0240
Property	Flat 6, Collins Building, Two Wilkinson Close, Cricklewood, London, NW2 6GQ
Tenant	Rokhsareh Shafaie Ali Reza Hosseinnejad
Tenant's Representative	None
Landlord	Geron Way Estates 1 Ltd
Landlord's Address	C/O Freshview Estates Ltd, 4th Floor, Sutherland House, 70-78 West Hendon Broadway, London NW9 7BT UK
Landlord's Representative	None
Date of Application	2 April 2026
Type of Application	Determination of a Market Rent sections 13 and 14 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS T Leppard MRICS
Date of Decision	24 June 2026
Rent Determined	£2327.50 pcm
Date the new rent takes effect	1 May 2026

REASONS FOR THE DECISION

Background

1. On 11 March 2026, the landlord served a notice under section 13(2) of the Housing Act 1988 which proposed a new rent of £2500.00 per calendar month (pcm) in place of the existing rent of £2200.00 pcm to take effect from 1 May 2026. [9/158]
2. On 2 April 2026, under section 13(4)(a) of the Housing Act 1988, the tenants referred the landlord's notice proposing a new rent to the tribunal for determination of a market rent.
3. From the landlords reply form, the tenancy commenced 25 February 2020, the duration is not provided.
4. The tribunal has considered all evidence submitted within the timetable set out by the Directions. The tribunal has not recorded all evidence submitted within the decision. The omission of a piece of evidence should not be taken that it has not been taken into consideration.
5. The tribunal did not inspect the property and determined the matter on the papers.

Preliminary Matters

6. Material received outside the Directions has not been considered.
7. The landlord in their reply form, objects to the tenant suggesting that the sec 13 Notice is invalid. The tenant does not provide evidence for their contention.
8. The tribunal finds the application to be valid and that the Notice is probably valid and proceeds to the determination of the rent.

Allocation of Repairs between Landlord and Tenant

9. The tribunal has considered the written submissions of the parties and finds the landlord responsible for repairs and interior decoration.

Liability for Council Tax and Utilities

10. The tribunal has considered the written submissions of the parties and finds the tenant responsible for payment of council tax and utilities.

Inspection/Hearing

11. The tribunal has considered the evidence and considers that the number of photographs, and their relevant descriptions provide sufficient information to make an inspection disproportionate.
12. By virtue of a decision with reasons dated 2 June 2026, the tribunal determined the rent will be determined without inspection.

The Property

Extent and Specification

13. The landlords Reply Form [30/158] says the property benefits from an enclosed balcony, designated car parking space, gym, concierge and excellent transport links through Brent Cross West station.

Floor	Area	
Second floor	Living room	
	Kitchen	
	Bathroom	
	Bedroom 1	
	Bedroom 2	

Improvements

14. No evidence of improvements by the tenants.

Disrepair

15. The tenant in their response to Rents 1A form, notes they have lived there for around 6 years, and no refurbishment has taken place. The wooden flooring are showing signs of deterioration, and damage and the walls wear and tear. Photographs are supplied [104/158]
16. The tribunal finds the property is in general good condition but showing signs of wear and tear, so not in a pristine condition nor a tatty condition.

Specification

17. There is no mention of carpets, curtains or white goods in the submissions. The tribunal finds that in a property of this nature such items including flooring would be expected to be supplied by the landlord.
18. The landlord states access to the gym is within the tenancy and estimates this to be worth about £40 pcm. The tenant in their Response Form states the gym membership requires an additional payment for membership. The tenant describes their balcony as being enclosed and measuring 2m x 1.5 m.
19. The tribunal on the question of whether the gym membership is included in the rent, the tenant rebuts the landlord's submission that it is included. The tribunal is only in possession of extracts of the tenancy agreement [16/17/18-158]. Gym membership is not generally a feature within the private rental market. For it to be included the tribunal requires evidence of its provision. None provided and in the absence the tribunal finds that the gym is not part of the rental offer.
20. The property was supplied part furnished that is sofa, table chair, coffee table and two beds.
21. The property has:

Specification	Provided by
Central Heating	LL
Double Glazing	LL
Carpets and Curtains	LL
White Goods	LL

Rental Evidence

The Landlord

22. The landlord proposed that the rental level of the property should be £2500.00 pcm as at 1 May 2026.
23. The landlord within their Reply Form noted the rent sought of £2500,00 includes use of the gym which the landlord suggests is worth circa £40.00 pcm.
24. The landlord enclosed copies of the details of two flats in the same block £2400.00 pcm, and the landlord stated they had leased a further property at £2400/£2480 pcm. The landlord suggesting the subject property being on the second floor is superior to the comparables which are said to be on the ground floor, the subject property has two bathrooms and the evidence has one. The

landlord believing this attracts a £100 pcm uplift being on the second floor.
[30/158]

25. Letting details are provided for two-bedroom apartment at 2 Wilkinson Close NW2 6GQ. Dated 7 May 2026 at an asking rent of £ 2400 pcm. The details are accompanied by letting photographs of the inside, outside of the block and the gym.

Tenant's rental evidence

26. The tenants submitted extracts of property marketing details, relating to 34 Collins Building asking £2000 pcm.
27. The tenant in their response to Form 1A states they have identified a comparable in the same building at £2400 pcm, [82/153] with others in the wider vicinity at £2000 pcm.[84/153]
28. Copies of marketing and letting details of the Collins Building comparable at £2000 pcm supplied.
29. The tenant states in their application form they had offered an additional £100 pcm over the amount currently being paid.

Determination and Valuation

30. The valuation date is the effective date of the rent proposed in the Notice of Increase. This is 1 May 2026.
31. The tribunal values the property on the basis that;
 - (a) The condition of the property disregards any tenant's improvements; there are none in this case.
 - (b) That the terms of the tenancy are such that landlord has responsibility for repairs.
 - (c) The property has disrepair as identified above.
 - (d) Excludes gym membership.
32. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the landlord and the tenants, the tribunal determines that the market rental of the subject Property modernised and in good order would be in the order of £2450.00 pcm.

33. From this level of rent, the tribunal has made adjustments in relation to condition and specification found above.

The full valuation is shown below:

Starting Rent £2450.00 pcm

Less 5% to reflect the wear and tear

£122.50 pcm

Market rent £2327.50 pcm

Undue hardship

34. 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 a tribunal makes its determination.
35. The tenants have included in their submission a copy of the universal credit calculator a web-based app. [20/158]. Additionally, there is a copy of Rokhsareh Shafaie monthly pay statement. [25/158]
36. The landlord submits under section 2.8 of their Reply that "the applicant has not particularised how the increase would cause financial hardship and that the applicants financial hardship claim is not accepted due to lack of detail.
37. The tribunal agrees with the landlord that there is a lack of detail to prove undue hardship for either tenant. The tribunal declines to fix a later date, so the tribunal does not alter the date of the Notice of Rent Increase.

Decision

38. Therefore, the tribunal determines the market rent at **£2327.50** per calendar month with effect from **1 May 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 (SI 2013/1169)) stating the grounds upon which it is intended to rely in the appeal.