

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AE/MNR/2026/0296
Property	Flat 19 Fairfield Court, Longstone Avenue, London, NW10 3TS
Tenant	Monica Livramento
Tenant's Representative	N/A
Landlord	BBCC Brent Ltd
Landlord's Address	32 Castlewood Road, London, N16 6DW
Landlord's Representative	Crownfield Management Ltd
Date of Application	4 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Ms S Beckwith MRICS Ms O Awotesu
Date of Decision	12 August 2026
Rent Determined	£2,100 per calendar month
Date the new rent takes effect	11 May 2026

REASONS FOR THE DECISION

Background

1. On 16 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,250 per calendar month (pcm) in place of the existing rent of £1,900 pcm to take effect from 11 May 2026.
2. On 4 May 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. A historic assured tenancy which commenced on 1 August 2014 for a term of 12 months was provided. This was a joint tenancy agreement which appears to have been terminated. The Property is now held in the name of the Tenant. No more recent tenancy agreements were provided.

Validity Of Notice

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid as the rent was increased by £450 pcm in December 2025. They consider the level and frequency of increase to be excessive and unfair.
5. The copy of the notice provided by the Tenant was not dated and the Tribunal wrote to the parties to confirm that the notice may not be valid.
6. In response, the Landlord provided a full dated copy of the notice and confirmation that the previous rent increase was effective from 11 January 2025.
7. The Tribunal is satisfied that the notice provided by the Landlord is complete and gives the required period of notice. The Tenant's disagreement with the amount of rent proposed does not make the notice invalid.

Allocation of Repairs between Landlord and Tenant.

8. 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.

9. N/A

Liability for Council Tax

10. 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.

11. N/A

Inspection/Hearing

12. Neither party requested an oral hearing or inspection. 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

13. The Property is a second floor flat, offering the following accommodation:

Inside: two bedrooms, a living room, kitchen and bathroom.

Outside: communal garden.

The Property benefits from double glazing and central heating.

The Property is situated in Harlesden, northwest London. Willesden Junction station is approximately half a mile to the southeast. Harlesden station is approximately 1 mile to the east.

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) There is no cold water supply in the bathroom/a lack of consistent hot water.
- b) The bathroom is in poor condition.

- c) There have been various issues during the 13 years, including damp, mould and condensation.
 - d) The windows are in poor condition meaning heating costs are high.
 - e) Flooring throughout the Property is old, worn and in need of renewal.
 - f) A new kitchen was installed in the past 3-4 years.
16. The Tenant did not provide any evidence of these issues, for example reports of the issues to the Landlord or photographs of the condition of the Property. The only photograph provided was of the communal garden.
17. The Tenant did not provide any comparables, but confirmed their opinion that the market rent of the Property was £1,800 pcm.

The Landlord

18. The Landlord commented that all maintenance issues are promptly resolved whenever reported.
19. The following comparables were provided by the Landlord:
- a) Flat 18 Fairfield Court – a copy of the tenancy agreement dated 20 January 2026 for a term of 12 months at a rent of £3,051.62 pcm. This flat is next door to the Property.
 - b) Springwell Avenue – a second floor two bedroom flat in a converted house available to rent at £2,250 pcm.

Determination and Valuation

20. The Landlord did not confirm the size of Flat 18 Fairfield Court. The level of rent is significantly above that proposed by the Landlord. The Tribunal therefore attached no weight to this evidence.
21. Relying on its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £2,150 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as comparable properties including having white goods provided by the landlord.
22. The Tenant did not provide any evidence of the condition of the Property or maintenance issues. The Tribunal notes that the Tenant has been in occupation for over ten years and the kitchen was replaced in the past three to four years. The Tribunal considers that 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) Property in need of some works to bring it to a lettable condition

23. The full valuation is shown below:

Starting Rent		£2,150 pcm
<i>Less</i>		
Condition	) approx. 2.5%	£53.75
Adjusted rent		£2,096.25
Open-Market Rent		£2,100 pcm

Undue hardship

24. 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.
25. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant explained she was a single parent with a child with additional needs. She is also unemployed and seeking work. The evidence provided was a P45.
26. The Landlord did not respond.
27. On the basis that insufficient supporting evidence about their overall financial situation was supplied by the Tenant, the Tribunal considers that undue hardship has not been demonstrated and does not fix a later starting date

Decision

28. Therefore, the Tribunal determines the market rent at £2,100 per calendar month with effect from 11 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) stating the grounds upon which it is intended to rely in the appeal.