



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

Case Reference	LON/00AE/MNR/2026/0225
Property	31 Rivington Court, Longstone Avenue, London, NW10 3RL
Tenant	Laura Lewis-Codling Windell Codling
Tenant's Representative	
Landlord	Heather Spencer
Landlord's Address	6 Rosedene, 77 Christchurch Avenue, London, NW6 7NU
Landlord's Representative	R G Solicitors
Date of Application	2 April 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Wendy Banks – Chair Patrick McGreal MRICS – Tribunal Member
Date of Decision	13 August 2026
Rent Determined	£1,600.00 per calendar month
Date the new rent takes effect	06 May 2026

REASONS FOR THE DECISION

Background

1. On 25 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,100.00 per calendar month (pcm) in place of the existing rent of £1,200.00 pcm to take effect from 6 May 2026.
2. On 2 April 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. The assured tenancy commenced on 06 December 2019 for a term of 6 months. The rental period is monthly.

Jurisdiction

4. As a general principle, and under the legislation in force at the time the notice was served, the Tribunal's role on a reference under section 13(4) is to determine the rent payable under section 14. The Tribunal does not have jurisdiction to make a binding determination as to the validity of a section 13 notice; that jurisdiction remains with the County Court.
5. However, the Court of Appeal in *Mooney v Whiteland* [2023] EWCA Civ 67, and the Upper Tribunal in *Atesheva v Halifax Management Ltd* [2024] UKUT 314 (LC), confirm that this does not prevent the Tribunal from considering an apparent issue of validity for the limited purpose of deciding whether it should proceed to determine the rent.

Application to this notice

6. The Tenant challenged the validity of the notice. In summary, the Tenant said that the Landlord had requested payment of the increased rent of £2,100.00 through the OpenRent platform on 6 April 2026, which the Tenant said was less than one month after the date of the section 13 notice. The Tenant also referred to mould and damp, lack of heating and hot water, the absence of a gas safety certificate, alleged local authority involvement, and the financial impact of being asked to pay an additional £900.00 per month.
7. The only issue raised by the Tenant which the Tribunal needs to consider for the purpose of deciding whether it should proceed is the allegation that the notice did not give the minimum period of notice required by section 13(2). The other matters raised by the Tenant may be relevant to the Tribunal's assessment of the market rent, or to the question of undue hardship, but they do not affect the Tribunal's jurisdiction to determine the rent on this reference.

8. The Tribunal has considered the OpenRent notification relied upon by the Tenant, which appears to refer to the proposed increase commencing on 6 April 2026. However, that notification is inconsistent with the section 13 notice itself, which is dated 25 March 2026 and states that the proposed new rent is to take effect from 6 May 2026. It is also inconsistent with the accompanying letter to the Tenants, also dated 25 March 2026, which records the same proposed effective date of 6 May 2026 and states that the notice was sent by recorded delivery. The Tenant plainly received the notice and accompanying documentation, because they were able to refer the matter to the Tribunal. The Tribunal is therefore satisfied that the reference to 6 April 2026 in the OpenRent notification was an error and that the notice itself clearly proposed an effective date of 6 May 2026.
9. Section 13(2) of the Housing Act 1988 provides that a landlord may serve on the tenant a notice proposing a new rent to take effect at the beginning of a new period of the tenancy. The effective date specified in the notice must not be earlier than the minimum period after the date of service of the notice. For a monthly tenancy, and under the legislation in force before 1 May 2026, the minimum period was one month.
10. The proposed effective date was therefore more than one month after the date of the notice and corresponded with the beginning of a new monthly rental period. The Tribunal is accordingly satisfied, for the purpose of deciding whether to proceed, that adequate notice was given and that it has jurisdiction to determine the market rent.

Allocation of Repairs between Landlord and Tenant.

11. As per sections 11-16 of the Landlord and Tenant Act 1985.

Service Charges or furniture provided by Landlord (other than carpets and curtains and white goods specified below) and the costs relating to the same.

12. None

Liability for Council Tax

13. The Tenants are 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.

14. None

Inspection/Hearing

15. 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

16. The Property is a first floor flat forming part of a three-storey development of traditional construction that appears to have been built just after the Second World War and offering the following accommodation:

Hall, open plan kitchen/lounge, one bedroom, and bathroom with full suite including shower.

Outside: Communal garden.

The Property benefits from double glazing and central heating.

The Property is situated in the Harlesden area of London close to Harlesden and Willesden Junction stations and is close to all local amenities.

Evidence

The Tenant.

17. The Tenant stated that the conditions at the Property had been poor and alleged that the Landlord had failed to meet her obligations in relation to the provision of heating and hot water, gas safety certification, mould and damp, and licensing of the Property. The Tenant said that mould and damp had been an ongoing issue since they moved into the Property, and that there had been no heating or hot water between January 2025 and September 2025. The Tenant stated that the boiler was repaired only after intervention by their MP and the local authority.
18. The Tenant also considered the proposed rent increase to be excessive and suggested that it was intended to operate as a means of eviction. The Tenant further stated that being required to pay an additional £900 within just over one month was unreasonable. The Tenant provided undated photographs said to show mould and damp, together with photographic evidence of intervention by the London Borough of Brent in relation to disrepair and licensing issues. The material indicates that there was local authority involvement in relation to those issues. The Tribunal has taken those matters into account when assessing the market rent insofar as they are relevant to rental value.
19. The Tenant did not provide any rental evidence.

The Landlord

20. The Landlord did not respond to the application.

Determination and Valuation

21. The Tribunal has had regard to the limited documentation provided by the parties. The Landlord did not respond to the application and did not provide any evidence in support of the proposed rent of £2,100.00 pcm. Neither party provided comparable rental evidence. The Tribunal has therefore determined the market rent on the basis of the information before it, including the description and location of the Property, the condition matters raised by the Tenant, the Tenant's offer to pay an increased rent of £1,600.00 pcm, and the Tribunal's own general knowledge and specialist expertise of rental values in the area. In the absence of any evidence supporting a higher figure, and taking into account those matters, the Tribunal is satisfied that the rent proposed by the Tenant reflects the market rent for the Property. The Tribunal therefore determines the market rent at £1,600.00 pcm.

Market rent

£1,600.00 pcm

Undue hardship

22. 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.
23. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant stated that they would have to move if the rent were increased by £900.00 per month, that rent increases are normally gradual, and that they would not be able to afford such an increase. The Tribunal understands that submission to refer to the increase proposed in the Landlord's notice, namely from £1,200.00 pcm to £2,100.00 pcm. The rent determined by the Tribunal is lower than the rent proposed by the Landlord. The Tenant has not addressed the Tribunal as to whether, or to what extent, the lower rent determined by the Tribunal would cause hardship, nor has the Tenant provided evidence of their financial circumstances. In those circumstances, the Tribunal is unable to find that the rent determined would cause undue hardship.

Decision

24. Therefore, the Tribunal determines the market rent at £1,600 per calendar month with effect from 06 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.