

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AW/MRA/2026/0083
Property	29C Longridge Road, London, SW5 9SD
Tenant	Laura Maria da Cunha Casagrande Paris Guilherme Mendonca Paris
Tenant's Representative	
Landlord	Iaroslavna Chkliarevskaia
Landlord's Address	28 Peel Street, London, W8 7PD
Landlord's Representative	
Date of Application	06 July 2026
Type of Application	Determination of an Open-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	£5,400 per calendar month

REASONS FOR THE DECISION

Background

1. On 05 May 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £5,600 per calendar month (pcm) in place of the existing rent of £5,400 pcm. The notice states it is to take effect from 12 July 20. The Tribunal assumes this should read 12 July 2026 and as no issue has been taken as to the validity of the notice then the Tribunal has proceeded on this basis.
2. On 06 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 12 March 2025. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 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.

5. The furniture provided by the Landlord was limited to a dining table with benches, a rug in the reception room, a double bed with mattress, and stools in the kitchen.

Liability for Council Tax

6. 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.

7. Save as addressed above in relation to council tax, furniture and service charges, the Tribunal did not identify any other tenancy terms requiring adjustment.

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 Property is a flat arranged over the second and third floors of a modern three-storey development. It provides approximately 1,494 sq ft of accommodation, comprising a reception room, a large modern kitchen, a utility room, three bedrooms and three bathrooms. The Property has been modernised throughout and appears to be in good condition.

Evidence

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

The Tenant

11. The Tenant made the following comments:
 - a) The Tenant contended that the existing rent of £5,400 pcm already reflected the open-market rent for the Property and that the proposed increase to £5,600 pcm was not supported by the available market evidence.
 - b) The Tenant relied on comparable rental evidence obtained from Zoopla and Rightmove in July 2026, together with ONS rental data for the Royal Borough of Kensington and Chelsea. The Tenant submitted that comparable three-bedroom flats were generally advertised between £5,000 and £5,450 pcm, and that properties at or above £5,600 pcm tended to offer superior accommodation, including additional bedrooms, larger floor areas, private outside space, concierge facilities, leisure amenities, luxury finishes, or full furnishing.
 - c) The Tenant further submitted that the Property was only partly furnished and lacked blinds or curtains in the living room and kitchen, which reduced its specification when compared with a number of the marketed comparables. The Tenant accepted that ONS data was not directly comparable to the subject Property, but relied on it as background market context and maintained that there was no clear market evidence supporting the proposed increase.
12. In support of that position, the Tenant relied on the following comparables and submissions:
 - a) The Tenant submitted that several three-bedroom apartments located within a 5 to 10 minute walk of the Property were being advertised between £5,000 and £5,450 per month, despite offering amenities that were equal or, in many cases, superior to the Property. The examples relied upon included:

- b) Cluny Mews, SW5 (£5,450 pcm) – concierge, gated development, two balconies, luxury specification and full furnishing, approximately 300–450 metres from the Property.
- c) Old Brompton Road, SW5 (£5,000 pcm) – fully furnished three-bedroom apartment approximately 350–500 metres away.
- d) Collingham Gardens, SW5 (£5,000 pcm) – similar floor area, patio and communal gardens.
- e) Redcliffe Square, SW10 (£5,417 pcm) – almost identical internal floor area (1,499 sq ft), private roof terrace and fully furnished, yet advertised for £183 less than the proposed rent.
- f) Eardley Crescent, SW5 (£5,000 pcm) – nearby three-bedroom apartment with a private roof terrace, advertised £600 below the proposed rent.
- g) In addition, a number of larger houses offering materially superior accommodation are available at rents close to, or below, the landlord's proposed rent. Examples include:
 - h) Redfield Lane, SW5 (£5,800 pcm) – a larger 1,506 sq ft, fully furnished five-bedroom, four bathroom house with two reception rooms and a private roof terrace, advertised for only £200 more than the proposed rent.
 - i) Knivet Road, SW6 (£5,500 pcm) – furnished four-bedroom house with a private patio garden, advertised £100 less than the proposed rent.
 - j) Micklethwaite Road, SW6 (£5,200 pcm) – substantially larger at 1,889 sq ft, with a private garden and additional living accommodation, advertised £400 less than the proposed rent.
 - k) Chesson Road, W14 (£5,000 pcm) – four-bedroom house with three bathroom facilities and private outdoor space, advertised £600 less than the proposed rent.
 - l) Blythe Road, W14 (£5,746 pcm) – a luxury development with a 24-hour concierge, swimming pool, gymnasium, squash court, sauna, large private balcony and full furnishing, advertised only £146 above the Landlord's proposed rent. The Tenant submitted that this showed that a relatively modest increase above £5,600 secured accommodation with facilities materially superior to those available at the Property.

The Landlord

13. The Landlord made the following comments:

- a) The Landlord stated that the Property was let partly furnished because the Tenants had their own furniture, and that the inventory signed by both parties recorded the items provided.
- b) The Landlord further stated that the Property had been viewed and let without curtains, and that this was reflected in the check-in report signed by the parties. The Landlord therefore did not accept that the absence of curtains should be treated as a deficiency or as a basis for disputing the proposed rent increase.
- c) The Landlord relied on increased ownership costs, including service charges, roof and fire-door inspection costs and property taxes, as justification for the proposed rent increase.
- d) The Landlord also referred to alleged noise complaints from neighbours and stated that the rent increase notice had been served after more than 12 months of the tenancy, using the prescribed form and in accordance with the relevant procedure.

14. The Landlord did not provide comparable rental evidence.

Tenant's reply

- a. In reply, the Tenant disputed the Landlord's assertion that the Property was only partly furnished at the Tenants' request. The Tenant stated that, before the tenancy commenced, the letting agent had confirmed that only limited furniture would be provided and submitted that the Property should be assessed as it was actually let, namely as partly furnished and with a more limited specification than many of the comparables relied upon.
- b. The Tenant maintained that the Landlord's increased service charges, property taxes and other ownership costs were not directly relevant to the statutory task of determining the open-market rent. The Tenant relied on their comparable evidence and ONS data, which they said did not support an increase above the existing rent.
- c. The Tenant did not accept the Landlord's allegations regarding noise complaints and submitted that, in any event, such matters were irrelevant to the determination of the market rent.
- d. The Tenant confirmed that they did not dispute that the Landlord had served a Form 4A rent increase notice; the issue was the level of the proposed rent. The Tenant maintained that the Landlord had provided no comparable market evidence and invited the Tribunal to determine the rent at no more than the existing rent of £5,400 pcm.

Determination and Valuation

15. The Tribunal's role is to determine the open-market rental value of the Property, having regard to the evidence presented by the Landlord and the Tenant, together with the Tribunal's own knowledge and specialist expertise.
16. The Tribunal accepts the Tenant's comparable evidence as useful market evidence. The comparables show a range of three-bedroom properties in the locality advertised at or around the existing rent, with a number of properties offering superior accommodation, specification or amenities at rents comparable to, or below, the Landlord's proposed rent. The Landlord did not provide any comparable rental evidence to justify the proposed increase from £5,400 pcm to £5,600 pcm.
17. The Tribunal has also considered the Landlord's comments regarding increased ownership costs, including service charges, roof and fire-door inspection costs and property taxes. Those matters may affect the Landlord's outgoings or return on investment, but they are not factors which determine the open-market rental value of the Property. Having regard to the Tenant's comparables, the absence of contrary comparable evidence from the Landlord, and the Tribunal's own knowledge and expertise, the Tribunal determines that the existing rent of £5,400 pcm represents the open-market rent for the Property.

Decision

18. The Tribunal determines the rent payable is £5,400 per calendar month with effect from 12 July 2026, being the date specified in the Landlord's notice.

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.