	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AE/MNR/2026/0538**
Property	**Park Publication, 1 Park Close, London NW2 6RQ**
Tenant	**Abdul hakim Alhamad, Samia Alkoud, Anas Alhamdan**
Tenant's Representative	**N/A**
Landlord	**Kashmere Properties Ltd**
Landlord's Address	**c/o 401a Kilburn High Road, London NW6 4QE**
Landlord's Representative	**Find Your Place Ltd**
Date of Application	**14 July 2026**
Type of Application	**Determination of a Market Rent section 14 of the Renters' Rights Act 2025**
Tribunal Members	**Mr D Jagger MRICS** **Ms S Shaw**
Date of Decision	**19 August 2026**
Rent Determined	**£4,250 per calendar month**
Date the new rent takes effect	**19 August 2026**

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REASONS FOR THE DECISION

Background

1. On 12 May 2026, the Landlord, acting by his agent Find Your Place, served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £4,250 per calendar month in place of the existing rent of £3,900 per calendar month to take effect from 15 July 2026. This being an increase of £350.

2. On 14 July 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. The tenancy is an assured shorthold tenancy granted to the Tenants by an agreement dated 7 October 2024 at a rent of £3,900 per calendar month payable in advance on the 15th day of each month. The rental period is monthly, and the tenancy was for a period of 6 months. Therefore, this is an assured periodic agreement.

4. The Landlord's notice was served after 1 May 2026. The Tribunal has accordingly determined this reference under Section 14 of the Renters' Rights Act 2025.

Allocation of Repairs between Landlord and Tenant

5. As per Section 11 of the Landlord and Tenant Act 1985.

6. The Property is let part furnished. The Tenants are responsible for internal decoration and for some minor repairs.

Services Charges or furniture provided by Landlord

7. Service charges are not payable by the Tenants for the Property.

8. Some furniture is provided by the Landlord: wardrobes for each room, beds for 3rooms only, fridge, washing machine, dishwasher, couch in one of the living rooms.

9. The rent is exclusive of charges for utilities.

Liability for Council Tax

10. The Tenants are responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Inspection/Hearing

11. Neither party requested an oral hearing or an inspection of the Property, and both parties agreed to the application being determined without either. 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

The Property is a 1930's built detached house with render elevations under a pitched and tiled roof. The property has been subject to a single storey rear extension and a loft conversion. The accommodation comprises 3 reception rooms, kitchen, cloakroom, 5 bedrooms (one on the ground floor) bathroom, 2 en-suite shower rooms. The property has an EPC of C which is above average and a floor area of 2508 sq ft.

Based upon the photographic evidence, the property appears to have a good specification and modern fittings.

Outside: There is allocated parking on the frontage, rear garden with outbuilding.

The Property benefits from double glazing gas central heating with radiators to all rooms. Floor coverings and curtains.

The Property is situated in a cul-de-sac off Dollis Hill Avenue and is convenient to local amenities and Gladstone Park.

Evidence

12. Both the Tenants and the Landlord returned the Tribunal's reply forms with comparable evidence and a helpful floor plan and photographs. The Tenants also submitted a reply in form MR3 which was 2 days late together with a written submission and further comparable evidence.

The Tenants

13. The Tenants made the following comments:

    a) The Tenants provided comparable evidence of 3 properties in the area. A semi-detached 5 bedroom house and two detached 5 bedroom houses let advertised at £3,100pcm and £3,600pcm and £3,800, respectively. The

stated floor areas are 1470 sq ft and 1367 sq ft. This is significantly smaller than the subject property and for this reason only limited weight can be placed on this evidence.

b) The proposed rent increase of £350 per calendar month is too much and the evidence provided confirms this is the case.
c) The Tenants state there is some cracking to wall plaster and the skirting boards.
d) The Tenants confirmed that a rent increase would cause them financial hardship and we return to this matter in this decision.

The Landlord

14. The Landlord made the following comments:

a) The Landlord does not accept the Tenants' contention that the market rent for properties in the area and considers the figures put forward by the Tenants to be below market value.
b) The Landlord relies upon 3 comparables which he says shows that properties in the area are priced above the rent sought. The rental values in this evidence range from £4,115, £4,550 and £4,900 per calendar month. The properties were 5 bedroom semi-detached houses with more comparable floor areas – 2091 sq ft for £4,115 and 1714 sq ft for £4,900.
c) The Landlord wishes to charge the rent proposed in his Section 13 notice.

Determination and Valuation

15. Section 14 of the Housing Act 1988 requires the Tribunal to determine the rent at which it considers the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy, on the terms of the subject tenancy other than as to rent, and disregarding the matters set out in section 14(2). Those disregards include any effect on the rent attributable to the fact that the Tenants are sitting tenants, and any increase in value attributable to a relevant improvement carried out by the Tenants.

16. The Tribunal is grateful to both parties for the evidence they have provided. All of the evidence relied upon by both parties consists of advertised asking rents rather than achieved rents. Asking rents are of assistance in establishing the tone of the market but they are not conclusive, since a property may in the event let at a figure above or below the rent at which it was advertised.

The Determination and Valuation

17. Relying on its own expert, general knowledge of rental values in the Dollis Hill area together with the comparable evidence provided by the parties, the Tribunal considers that the market rental of the subject property modernised and in good condition would be in the order of £4,250 per month. This is the rent we would expect the property to let for in the open market including having white goods and curtains provided by the landlord.

16. The Tribunal has made no adjustments in relation to the condition of the property.

Market rent **£4,250pcm**

Undue hardship

17. 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.

18. The Tenants confirmed in their application that a rent increase would cause them hardship as the parents are on Universal Credit and it is hard to pay the bills. The Tribunal has considered this request and based upon the evidence provided has determined that a case has not been made for financial hardship.

19. The authority for the Tribunal to set the date when a new rent takes effect now comes from **Section 14(A1)** and the related determination provisions in the Renters' Rights Act 2025 (which amends the Housing Act 1988). Therefore, the new rent takes effect from the date of this decision and the case for hardship falls away.

Decision

20. Therefore, the Tribunal determines the market rent at £4,250 per calendar month with effect from 19 August 2026.

The authority for the Tribunal to set the date when a new rent takes effect now comes from **Section 14(A1)** and the related determination provisions in the Renters' Rights Act 2025 (which amends the Housing Act 1988). Therefore, the new rent takes effect from the date of this decision.

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.