	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AE/MNR/2026/0509**
Property	**231 Forum House, Empire Way, Wembley, HA9 0HN**
Tenant	**Earthkind P. S. Sagoo**
Tenant's Representative	**N/A**
Landlord	**Notting Hill Genesis**
Landlord's Address	**Bruce Kendrick House, 2 Killick Street, London N1 9FL**
Landlord's Representative	**None**
Date of Application	**19 June 2026**
Type of Application	**Determination of a Market Rent section 14 of the Housing Act 1988**
Tribunal Members	**Mr D Jagger MRICS** **Ms S Shaw**
Date of Decision	**19 August 2026**
Rent Determined	**£958.00 per calendar month**
Date the new rent takes effect	**19 August 2026**

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REASONS FOR THE DECISION

Background

1. On 23 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £958 per calendar month in place of the existing rent of £809.51 per calendar month to take effect from 1 August 2026. This being an increase of £148.49. The Landlord states this increase in rent is governed by the Housing Associations "Rent setting Policy" and we will return to this matter later in the decision.

2. On 19 June 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 tenancy is an assured shorthold tenancy, Intermediate Market Rent (MIR) which sets the rental value at no more than 80% of current market rent. This was granted to the Tenant by an agreement dated 2 July 2021 at a rent of £684 per calendar month. The rental period is monthly. Therefore, this is an assured periodic agreement.

4. The Landlord's notice was served after the 1 May 2026. The Tribunal has accordingly determined this matter in accordance with 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 unfurnished. 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. No furniture is provided by the Landlord.

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 purpose built ground floor flat which forms part of a seven storey mixed tenure block built in 2005. The accommodation comprises bedroom, living room/kitchen, bathroom. The windows are double glazed and floor coverings were provided. There is electric underfloor heating which is not functioning, and this matter has been subject to ongoing complaints by the Tenant since January 2022. The property has an EPC of C which is above average and a floor area of 56m2.

Outside: There is a small private area with timber decking.

The Property is situated close to amenities and Wembley Park station.

Evidence

12. Both the Tenants and the Landlord returned the Tribunal's reply forms with photographs. The parties did not present the Tribunal with any comparable evidence of recent lettings in the area.

The Tenant

13. The Tenant made the following comments:

    a) The Tenant stated the external decking is damaged and dangerous.
    b) The underfloor heating has not worked since 2022. This has been the subject of complaints to the Landlord and, in his opinion, is decremental to health.
    c) The location of the flat on the ground floor causes significant privacy and noise issues.
    d) For these reasons, the rent should not increase.

The Landlord

14. The Landlord made the following comments:

    a) The Landlord states the rental increase is based upon the Housing Associations Rent Setting policy. In this case, the rental value is an Intermediate Market Rent is no greater than 80% of the market rent.

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.

The Determination and Valuation

17. Relying on its own expert, general knowledge of rental values in the Wembley area the Tribunal considers that the market rental of the subject property modernised and in good condition would be in the order of £1,700 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.

18. The Tribunal has considered very carefully the information provided by the Tenant and usings its own expertise considers that a deduction of £250 should be applied in order to take account of the of the above matters. It should be noted that this figure cannot be a simple arithmetical calculation and is not based upon capital costs but is the Tribunal's estimate of the amount by which the rent would need to be reduced to attract a tenant.

    The full valuation is shown below:

Starting Rent	£1,700 pm
Less	
a) Items given under a)–c) above	£250

Market rent **£1,450 pm**

Undue hardship

19. Under the previous legislation the new rent would take 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.

20. 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.

21. The Tenants confirmed in their application that a rent increase would cause him hardship as he is on Universal Credit and PIP. In addition, he suffers from acute medical hardship and vulnerability. In view of the current legislation, there is no need to consider this matter as the date of commencement for the new rent is the date of the decision. The Tribunal has sympathy with the Tenant and would certainly encourage the Landlord to engage with the Tenant to resolve the outstanding issues.

Decision

22. The tribunal determines that the rent at which the property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy is £1,450.00 per calendar month,

23 As that open market rent exceeds the rent of £958 per month proposed by the Landlord in its notice, and the Landlord does not seek to charge more than the rent in its notice, the rent under the tenancy is determined at £958 per month to commence on 19 August 2026 being the date of the Tribunal's 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.