



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

|                               |          |                                                                                |
|-------------------------------|----------|--------------------------------------------------------------------------------|
| <b>Case Reference</b>         | <b>:</b> | <b>LON/00AC/MNR/2026/0490</b>                                                  |
| <b>Property</b>               | <b>:</b> | <b>Flat 1, Celadon Court,<br/>47 Finchley Lane ,<br/>London NW4 1BY</b>        |
| <b>Applicant</b>              | <b>:</b> | <b>Eli Davila<br/>Amalya Greenwood (Tenants)</b>                               |
| <b>Representative</b>         | <b>:</b> | <b>None</b>                                                                    |
| <b>Respondent</b>             | <b>:</b> | <b>Browndale 1 Developments Ltd.<br/>(Landlord)</b>                            |
| <b>Representative</b>         | <b>:</b> | <b>Crownfield Management Ltd.<br/>(Agent)</b>                                  |
| <b>Date of Application</b>    | <b>:</b> | <b>9 June 2026</b>                                                             |
| <b>Type of Application</b>    | <b>:</b> | <b>Determination of a Market Rent<br/>sections 13 &amp;14 Housing Act 1988</b> |
| <b>Tribunal Members</b>       | <b>:</b> | <b>N Martindale FRICS<br/>S Dhanani</b>                                        |
| <b>Date of Decision</b>       | <b>:</b> | <b>20 August 2026</b>                                                          |
| <b>Rent Determined</b>        | <b>:</b> | <b>£2750 per calendar month</b>                                                |
| <b>Date of new rent start</b> | <b>:</b> | <b>15 June 2026</b>                                                            |

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**REASONS FOR DECISION**

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**Background**

- 1 A landlord's notice dated 20 April 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £2750 pcm in place of the passing rent of £2250 pcm to take effect from 15 June 2026.

2 Prior to the new rent start date the tenant referred the landlord's notice proposing a new rent to the Tribunal for determination via a completed Form MR1.

3 The assured tenancy is now calendar monthly periodic.

### **Allocation of Repairs between Landlord and Tenant**

4 As per S.11 Landlord and tenant Act 1985.

### **Landlord's Service Charges and Furniture provided and costs.**

5 None.

### **Liability for Council Tax**

6 Tenant.

### **Other relevant terms of tenancy**

7 None

### **Inspection and Hearing**

8 An inspection is not routinely carried out. The Tribunal is content that it has sufficient information on the Property, its condition and on comparables, from a combination of the written and/or photographic representations received and from its own knowledge and specialist expertise.

### **Property**

9 There was no inspection. The Property is a modern two level, basement and ground floor maisonette post 2000 (Google Streetview September 2024). There is off-road parking. There is on-street parking but restricted. The Building (including the Property) is located in an established residential area among similar older low rise blocks of flats and large often extended 1920's semi detached homes.

10 The Building is finished to modern fair faced brick finishes, with double glazed windows and doors. The Building main roof is double pitched tiled with several dormers (metal roof vertical slate hung) containing additional residential space. The estate is near central Hendon.

11 The Property has two bedrooms to the lower floor each with a bath or shower room/ wc. There is an additional wc on the upper floor, with the living room, kitchen and entrance hall. The gross internal floor area is a little over 90m<sup>2</sup>. There is central heating, with full double glazing, floor finishes and white goods are assumed as provided by the landlord.

## **Evidence**

- 12 The Tribunal received completed Form MR1 and Form MR3 from the tenant. The Tribunal received a Form MR2 from the landlord. The Tribunal is grateful for such information as was received from the parties.

## **Tenant**

- 13 The tenants considered the proposed rent too high and noted that the landlord had offered to reduce the increase to £2650 pcm. The tenant contested the value of the open space arranged around the outside of the flat, as largely unusable for private garden space. It was open and overlooked by public access areas. The tenants provided no supporting evidence of rents sought or achieved. The tenants considered the comparables cited by the landlord nearby as built to a higher, more luxurious standard than the Property. The tenant considered that £2375 pcm was the correct rent here.
- 14 The tenant referred to links sent in to the Tribunal for properties said to be listed on available websites but, did not provide copies of the material itself. It is not the role of the Tribunal to research and assemble either parties' case documents but, to receive them as presented in the bundle: The tenants did not provide those details.

## **Landlord**

- 15 The Tribunal received representations from the landlord in Form MR2. They listed 3No. two bedroom, two bathroom/WCs, living room/kitchen, very modern flats. Two of these were in a similar block nearby at 110 Regents Park Road N3: Flat 4 let at £895 pw (c.£3875 pcm) for c.120m<sup>2</sup> with larger bedrooms, a terrace and balcony. Also Flat 5 let at £3300 pcm for c.105m<sup>2</sup>. Then thirdly at Tenterden Grove NW4, Flat 6 let at £3000 pcm for c.108m<sup>2</sup>. (The party's personal data in the copy leases for comparable properties, should have been removed by the landlord in material put to the Tribunal, unless their consent had been given).

## **Law**

- 16 In accordance with the terms of S.14 of the Act we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; but assuming that the Property to be in a reasonable internal decorative condition.

## Validity

- 17 The tenant did not challenge the validity of the notice.

## Valuation

- 18 The Tribunal found there to be two garden areas at the Property. The first area to the rear doors which is of useable size has railings to three sides is flat but overlooked. The second area is at the side of the Property containing the mains services meter services and is less useable.
- 19 From the landlord's comparables and from the Tribunal's own general knowledge of market rent levels in and around LB Barnet it determines that the subject Property would let on normal Assured Periodic Tenancy (ASP) terms, for £2750 pcm, fully fitted and in good order. This is the rent we would expect the Property to let for in the open market if it was in the same condition as comparable properties including landlord's white goods and floor finishes and coverings as needed.
- 20 The Tribunal did not find any defects or other shortcomings at the Property. The new rent is therefore £2750 pcm.

## Undue Hardship

- 21 The tenant indicated there would be hardship as a result of a rent increase: In cases of undue hardship the Tribunal has discretion to fix a later effective start date, up to the date determination. The tenant did not offer any supporting information to show *undue* hardship from an increased rent. The Tribunal makes no adjustment to the start date.

## Decision and effective start date

- 22 The Tribunal sets the starting date of the new rent of £2750 pcm from the start of the next rent period being 15 June 2026.
- 23 **Although the landlord is not obliged to charge this rent and may charge a significantly lower rent as a result of their own choice, policy, or governmental regulation; they may not charge more than this figure.**

**Chairman N Martindale FRICS**

**Date 20 August 2026**

### **Rights of appeal**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).