



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

Case Reference	:	LON/00AC/MNR/2024/0362
Property	:	Flat 45 Ensign House, 48 Aerodrome Road, London, NW9 5ZR
Tenant	:	Ms Irena Patsovska
Landlord	:	Teoh Sengkeong, Tan Wun and Belany Teoh
Representative	:	Ms Larissa Teoh
Type of Application	:	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	:	Mrs E Ratcliff MRICS Mr J Francis QPM
Date and venue of Consideration	:	30 October 2025 10, Alfred Place, London, WC1E 7LR (Video Hearing)
Date of Decision	:	28 November 2025

DECISION

**The Tribunal determines a rent of £1,815 per calendar month with
effect from 28 November 2025**

REASONS

Background

1. On 20 June 2024 the Landlords served a notice under Section 13(2) of the Housing Act 1988 in relation to Flat 45 Ensign House, 48 Aerodrome Road, London, NW9 5ZR (the property). The notice proposed a new rent of £2,300 per calendar month in place of the existing rent of £ 1,700 per calendar month to take effect from 30 July 2024.
2. On 8 July 2024, under Section 13(4)(a) of the Housing Act 1988 (the 1988 Act), the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. Following a hearing on 1 October 2024, the Tribunal issued their determination of market rent and reasons on 14 November.
4. The Landlords appealed the Tribunal's decision to the Upper Tribunal (Lands Chamber) on the grounds that they were not made aware of the existence of the proceedings and were unable to participate. Permission to appeal was granted on 3 April 2025. On 18 July 2025 the appeal was allowed, the Tribunal's decision was set aside and the matter remitted to the Tribunal for redetermination.
5. The issue to be determined remains the rent at which the property could be expected to have let on 30 July 2024 having regard to s14 of the 1988 Act.
6. The Tribunal issued Further Directions, dated 1 August 2025, setting out a timetable for submissions and return of reply forms. As the Tenant had previously requested a hearing, the case was listed for a hearing on 31 October 2025.

Inspection and the Property

7. The property is a sixth-floor purpose built flat. There is a video entry system to access the building, and a lift to the sixth floor. The flat has two bedrooms, one with an ensuite shower room, a living room with open plan kitchen area and a separate bathroom. The second bedroom has a window and there are patio doors from the main bedroom and the living room onto balconies. There are no windows to the bathrooms or to the kitchen area. The floor and window coverings, along with white goods, were provided by the Landlord.
8. The building facilities include a 24-hour concierge service and use of a swimming pool and gym.

9. The Tribunal did not inspect the property but considered this case on the basis of the papers, oral submissions and witness evidence provided by the parties. Neither party requested an inspection, and the Tribunal considered that an inspection some 15 months after the date of the proposed rent would not assist in determining the condition of the property or the extent of repairs carried out at the relevant time.

Hearing

10. A video hearing was held at 10 am on 31 October 2025. The Tenant, Ms Patsovska, and the Landlord's representative, Ms Teoh, attended via video, along with two witnesses for the Landlord, Mr You Qing Ling, who had visited the property and carried out some repairs, and Mr Philip Wise, an expert witness as to the rental market in the locality. An interpreter, Mr Sun, was also present to assist Mr Ling in giving evidence. The hearing lasted approximately 1 hr 45 minutes.

The Law

11. The law is found in section 14 of the Housing Act 1988 ('the 1988 Act'), which, insofar as is relevant to this application, provides:

14 Determination of rent by tribunal.

(1) Where, under subsection (4)(a) of section 13 above, a tenant refers to the appropriate tribunal a notice under subsection (2) of that section, the appropriate tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the appropriate tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy—

(a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;

(b) which begins at the beginning of the new period specified in the notice;

(c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and

(d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.

(2) In making a determination under this section, there shall be disregarded—

(a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;

(b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement—

(i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or

(ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and

(c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.

[...]

(7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal (subject, in a case where subsection (5) above applies, to the addition of the appropriate amount in respect of rates) shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.

[...]

Evidence

12. To determine a market rent under section 14 of the 1988 Act, the Tribunal needs to decide the open market rent that the property might achieve in good tenable condition and then whether any adjustments should be made to reflect the actual condition or arrangements.
13. The Tribunal has considered all the extensive evidence and submissions made by the Tenant and the Landlords, including written and oral submissions, photographs, emails, evidence in relation to a local authority improvement notice and evidence from the Landlords' two witnesses. This can be summarised as follows.

Market Rent and Comparables

14. The Landlord's representative told the Tribunal that the proposed new rent of £2,300 per calendar month was based on advice from Haart, their agent at the time the s13 notice was served. Haart, relying on

comparable evidence within a quarter mile radius of the property, advised a range of £2,300 to £2,600 per calendar month. The Landlords chose to set the new rent at the lower end of that range.

15. The Landlord's Expert Witness, Mr Wise, is the owner of Ashmore & Co, who were instructed in May/June 2025 by the Landlord to manage their property. Ashmore & Co specialise in letting and management of residential property. Mr Wise told the Tribunal that he had worked locally for about 26 years and had been an estate agent for 38 years.
16. Mr Wise did not provide an expert witness report with his own opinion of the open market rental value of the property, instead he provided two brief 'Best Price Guides', which listed "*comparable property information selected by Ashmore & Co to help to establish the best market price*". The reports were for specific periods and included asking rents and the period that the comparables had been advertised. In summary the reports were:
 1. For the period 1 June 2024 to 30 June 2024 and listed five two-bedroomed flats with asking rents ranging between £2,350 and £2,401 per calendar month.
 2. For the period 1 June 2025 to 30 June 2025 and listed eight two-bedroomed flats with asking rents ranging from between £2,400 and £2,500 per calendar month.
17. The reports provided no analysis or comparison and limited information so that it was not possible to consistently ascertain whether the comparables were, for example, furnished or unfurnished, or whether parking was included.
18. When questioned by the Tribunal, Mr Wise confirmed that the comparables provided were of asking rents and that he did not have personal knowledge of the lettings, or the actual rents agreed. Mr Wise explained that he produces Best Price Guides by searching Rightmove, applying filters and removing duplicates. The reports were usually produced as part of marketing advice to clients. When asked whether he had experience of rents agreed in the locality, Mr Wise referred to a flat nearby, which he managed and where the rent being paid is £2,300. However, this was a rent increase rather than an open market letting.
19. In terms of location, the Landlord's representative and Mr Wise helpfully explained that Ensign House formed part of a large-scale development with a mix of private, shared ownership and social housing and that the facilities included a concierge service, swimming pool, gym, nearby shops and restaurants. The site is also close to Colindale underground station. Mr Wise accepted that values varied across the development depending on nearness to amenities, or closeness to social housing.

20. On further questioning, Mr Wise accepted that the selection of comparable provided was selected to explain the proposed new rent of £2,300 per month and advised that it may have been possible to find flats for £2,200 or £2,150 per month, depending on condition and location in the development, but not as low as £2,000 in 2024.
21. Mr Wise described the market conditions over the last few years, explaining that during Covid, there was less demand leading to lower rents but, since Covid, there had been a spike in demand resulting in, in his opinion, a 10% increase per year. When asked why the two reports did not show a 10% difference in asking rents, Mr Wise explained that rents had plateaued over the last year.
22. The Tenant explained that they considered a 35% increase in rent to be unreasonable, particularly as the property continues, in their opinion, to not comply with building regulations. In response to Mr Wise's expert evidence, the Tenant drew the Tribunal's attention to the fact that Mr Wise did not have personal knowledge of the property or its condition in July 2024 as he was not the managing agent at the time.
23. With regards to the comparables provided by Mr Wise, the Tenant noted that some were furnished and may include water rates, which are payable separately under their tenancy agreement. In addition, the flats generally all had their own car parking space, which, in this case, is not included in the tenancy as the Landlord lets the space out separately.
24. In terms of location, the Tenant referred to Mr Wise's acceptance that rental values depended on location and that rents were lower near to the social housing elements of the development. The Tenant explained that Ensign House is situated next to social housing.
25. In their written submissions, the Tenant referred to flats that "*are currently advertised for **£1,850–£1,950 per month***" with parking and including water bills, where the subject property, "*in contrast:*"
- *Is **unfurnished**;*
 - *Has **no parking** (landlord rents the space separately for extra profit);*
 - *Includes **no bills**, despite the landlord's representative (estate agent) promise — confirmed by the Concierge — that the water bill is included as part of the service charge and is 100% responsibility of the landlord;*
 - *Is under a **live Improvement Notice**;*
 - *Suffers from **serious ongoing disrepair**.*"
26. The Tenant provided hyperlinks to "On The Market" website. Two were to search results for flats in the search range of £1,250 to £2,250 and £1,500 to £2,500 rent per month. It appeared these were current

searches that update when viewed. The third was a link to a two-bedroom third floor flat in Colindale which was labelled as no longer available. A link to letting particulars say that the flat was available at “£1,900 Per Week”, which the Tribunal took to mean monthly. The Tenant concluded that the “*proposed rent increase is therefore excessive, disproportionate, and unjustified*”.

27. The Tribunal asked the Tenant what they considered to be the market rent for the property on 30 July 2024. The Tenant said that they considered there should be a 15% reduction from a market rent of £1,700, resulting in a rent of £1,445 per calendar month. The 15% reduction was to reflect ongoing disrepair, and the existence of a local authority improvement notice at the time of the rent increase.

Repair and improvement notice

28. The Tenant asserts that at the time of the proposed rent increase, 30 July 2024, the property remained in disrepair and an Improvement Notice, served on 3 October 2023 by London Borough of Barnet under section 12 of the Housing Act 2024 was in place.
29. The Landlord maintains that the property is in good order and all relevant repair works relating to the Improvement Notice have been completed or would have been if the Tenant had allowed access, and that the Improvement Notice should have been lifted earlier by the Environmental Health Officer (EHO).
30. The Tenant explained that issues with damp and mould were first reported to the Landlords’ agent in 2021. It seems that the mould was first cleaned and repainted in November 2022. The living room, bedrooms and bathrooms suffered from damp and mould, which the Tenant says was because it was not possible to properly ventilate the flat. This was because there are no windows in the kitchen area or bathrooms, the kitchen fan was not connected to an extraction system, the Mechanical Extraction Ventilation (MEV) fitted to both bathrooms did not meet building regulations, and the only way to ventilate the living room and main bedroom was to open the sliding patio doors which was not ideal and made the flat cold in the winter. As a result of the lack of ventilation or extraction in the kitchen area, steam and condensation created from cooking was particularly problematic and added to the issue. In addition, before the washing machine was replaced with a washer/drier by the Tenant, the only way to dry clothes was on airers in the flat, further adding to water content.
31. As a result, the Tenant explained that she has needed to clean away mould on a regular basis, currently every 3 or 4 days, and has purchased an air purifier and two dehumidifiers to help to reduce moisture in the flat.

32. A lack of resolution of the issues resulted in the involvement of the EHO and an Improvement Notice was issued on 3 October 2023. Schedule 1 of the Notice set out the deficiencies as a Category 2 hazard as follows:

“Damp and Mould Growth

The flat has a MEV ventilation system to take moisture from the two shower rooms which has not been functioning correctly leading to high moisture content in the flat, condensation mould growth around balcony doors and windows. There is also a fault with the extractor fan to the cooker which means moisture is not being extracted to the outside of the property as designed.”

33. Works needed were provided in Schedule 2 and required the fitting of a grille to the extractor in the en-suite shower room, repair/replacement of ducting in the kitchen extractor, and testing and adjustment to ensure the kitchen and bathroom extraction rates were compliant with Building Regulations Approved Code Part F. Once complete, the mould needed to be professionally cleaned, treated with fungicide wash and repainted.
34. Copies of emails from the EHO have been provided. In April 2024 the emails are to Haart and relate to ventilation issues. An email dated 24 May 2024 says that the matter had been referred to the Building Control Team and once they confirmed the ventilation system met building regulation standards the Improvement Notice will be revoked. However, a s16 Revocation of Improvement Notice was not issued until 7 March 2025, and states that the decision to revoke was made on 27 February 2025.
35. It is not clear to the Tribunal whether the Improvement Notice was not revoked in, or shortly after, May 2024 because of an omission by the EHO or because the Building Control Team were not content. London Borough of Barnet’s Housing Enforcement Team Manager covering letter to the s16 Revocation of Improvement Notice, sent to the Landlords on 7 March 2025, apologised for *“the delay in issuing the notice”*. However, it is unclear whether the delay referred to was between the decision and the issuing of the notice, or to a delay in making the decision. If it is the latter, there is nothing to indicate when the decision could have been made. What is agreed is, rightly or wrongly, the Improvement Notice had not been revoked in July 2024, which is the date the rent is to be determined.
36. The Landlords’ witness, Mr Ling brought a certificate with him to demonstrate that he holds a plumbing qualification and gave evidence that he first attended the property on 15 April 2024 to repair a leak under the ensuite shower cubicle. However, because of delays, repairs were not carried out until 4 May 2024. In part, this was because Mr Ling considered that the work would take a day rather than the two

hours originally estimated and the Tenant was not able to accommodate.

37. Mr Ling returned to the property on 24 September 2024 at the Landlords' request and confirmed that the area under the shower tray was dry and there was no sign of a leak. In addition, Mr Ling said that he filled a crack between the silicon and the wall to ensure no water could leak through.
38. The Tenant explained, and the Landlords accepted, that when the washing machine stopped working and wasn't repaired or replaced by the Landlords' agent, the Tenant replaced the washing machine with a washer/dryer. The Landlords say that they had not been made aware of the issue by their agent and if they had they would have made appropriate arrangements.
39. The Landlords provided evidence or submission of a number of improvements or repairs that had been carried out including replacement of a heater panel in December 2023, some repairs to kitchen extractor, and replacement of "plug in Electrical cooker" in January and February 2024. In addition, the internal component parts in the MEV unit were replaced in January 2023. The Landlord asserts that the Tenant refused to allow the engineer to increase the ventilation rate when they visited in August 2023, and this has contributed to the issues with damp and mould, although the inspection report says that the MEV was fully functional. At this point, it appears to have become clear that the Kitchen extraction was not linked to the MEV unit and it recirculated rather than extracted air.
40. In written and oral submissions, the Tenant explained that as of September 2024, a number of issues remained outstanding, including a lack of kitchen extractor, leaks in both bathrooms and ventilation grilles unsealed or missing, along with persistent mould in bedrooms and living rooms, despite weekly cleaning or twice weekly cleaning.

Determination and Valuation

41. The Landlords' expert witness provided evidence of selected asking rents in June 2024 of £2,350 to £2,400 and the Tenant provided evidence in a search range of £1,250 to £2,500. Although asking rents may be of some assistance on occasions, no evidence of actual lettings were provided by either party and there was limited information to be able to make comparison with the subject property, for example, size (m²), floor level, balconies, condition, whether furnished or not, and any relevant factors relating to their specific location.
42. The Tribunal has used the comparable and market evidence and applying our own expertise and general knowledge of rental values in the area, we consider that the open market rent for the property in good

tenantable condition, unfurnished, without a parking space and in the specific location, would be in the region of **£2,200 per calendar month**.

43. From this level of rent we have made adjustments in relation to damp and mould, the lack of a washing machine and the terms of the lease in relation to water charges.
44. Both parties made submissions relating to the work that was carried out and issues over access. The Landlords said that the Tenant had prevented work being completed sooner by refusing access and prevented tasks being completed. The Tenant explained that requests were often at very short notice, during her working day and not always kept. As a result, the good will of her employer had been exhausted and she had limited opportunity to arrange to be at home during her working day without loss of income, particularly when she had no guarantee that appointments would be kept.
45. The Tribunal finds that the work was not completed and, whether it is significant or not, this is not entirely the fault of the Tenant and that they had been active in raising the issues with the Landlord's agent.
46. The Tribunal notes that not all repairs being made by the Landlords were required under the Improvement Notice, for example fixing the leak under the shower cubicle. However, the Tribunal finds that there was an Improvement Notice in place on the date that the rent is to be determined, along with the Tenant needing to clean the mould once or twice a week and provide dehumidifiers, would have affected the achievable rent even though work was clearly underway and a revocation notice may have been imminent or overdue.
47. In addition, the Tribunal finds that the lack of a washing machine, and that, under the tenancy agreement, water rates were payable separately would affect the rent that is achievable. The Tribunal has some sympathy with the Landlords in that they may not have had the opportunity to replace the washing machine, but there was no dispute that their agent was informed and that the only working washing machine in the property belongs to the Tenant.
48. The full valuation is shown below:

		per calendar month
Market Rent		£2,200
<i>Less</i>		
Damp and Mould	)	
Lack of washing machine	) approx. 17.5%	
Excludes water charges	)	
		<u>£ 385</u>

£1,815

49. The Tribunal determines a rent of £1,815 per calendar month.

Hardship

50. The Tenant provided evidence that the condition of the property has directly harmed her family's health, causing her daughter to develop asthma and a mould allergy, and that the stressful situation has also impacted her own health. In addition, the Tenant has had additional costs to bare replacing the washing machine, purchasing an air purifier and dehumidifiers and loss of earnings to accommodate contractor visits, when her current rent is higher than her earnings. As a result of the level of current rent, the Tenant stated that she regularly needs to borrow money to cover her rent and basic living expenses.
51. The Landlord says that the Tenant has a guarantor and that the guarantor has an income sufficient to pay the increased monthly rent. Although, the Tribunal presumes that the reason why a guarantor was required was because there was some concern over the Tenant's financial position.
52. Under section 14(7) of the 1988 Act, the rent determined by the Tribunal comes into effect from the date specified in the Landlord's section 13 Notice unless:

"it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct".

53. This provision allows the Tribunal to determine a later date (up to the date of determination) if an earlier date would cause undue hardship. This provision relates to hardship from having to pay the backdated increase in rent not from having to pay a higher rent going forward.
54. In this case, the Tribunal is satisfied that that a starting date of that specified in the Landlord's notice would cause the Tenant undue hardship and determines that the increased rent should become payable from the date of this decision.

Decision

8. The Tribunal therefore determined that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy was **£1,815 per calendar month**.

9. The Tribunal directs the new rent of £1,815 per calendar month to take effect on **28 November 2025**, the date of this decision.

Chairman: Mrs E Ratcliff MRICS **Date:** 28 November 2025

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 a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the Regional Office which has been dealing with the case. The application should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

The application for permission to appeal must arrive at the Regional Office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.

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. **Please note that if you are seeking permission to appeal against a decision made by the Tribunal under the Rent Act 1977, the Housing Act 1988 or the Local Government and Housing Act 1989, this can only be on a point of law.**

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