

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HS/LON/00AJ/MNR/2025/0862
Property	Ft1 , 159 The Vale , London , W3 7RH
Tenant	Dalal El Rachid
Tenant's Representative	Necleus
Landlord	The Vale W3 limited
Landlord's Representative	Benjamin Butterworth
Date of Application	13th June 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	J. A. Naylor FRICS FTPI Valuer Chair Mr O Miller Tribunal Member
Date of Decision	21st August 2026
Rent Determined	£1,402.50 per month
Date the new rent takes effect	24th June 2025.

REASONS FOR THE DECISION

Background

1. The Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,750.00 per month (pm) in place of the existing rent of £1,200.00 pm to take effect from 24th June 2025
2. Initially on 13th June 2025 and subsequently on revised forms on 30th March 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. Due to administrative errors a notice of intention to strike out was issued on the 30th of October 2025 and subsequently the tenants application was struck out on the 25th of November 2025 . subsequently the tenant missed the deadline to apply to have the case reinstated.
4. Further evidence was provided to the tribunal by the tenant and his representatives and submissions were received from Mr. Benjamin Butterworth on behalf of the landlord.
5. After consideration of these further submissions the Tribunal decided to extend the time for the applicant to apply for reinstatement of their application and this was notified to the parties on the 24th February 2026 following which, further objections from the landlord were received on the 14th of May 2026
6. The Tribunal decided that the application could be reinstated.
7. New directions dated the 15th of May 2026 were issued and these required the landlord to make their submissions by the 5th of June 2026 the tenant to make theirs by the 19th of July 2026 and the Landlord to make any reply by the 26th of June 2026.
8. It is not for this Tribunal to comment on these procedural issues and we make no further comment thereon .

The tenancy

9. The assured tenancy commenced on 24th August 2023 for a term of one year .
10. The rental period is monthly .

Allocation of Repairs between Landlord and Tenant.

11. As per section 11 of the Landlord and Tenant Act 1985.

Liability for Council Tax

12. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax. The landlord is understood to pay water rates .

Inspection/Hearing

13. Neither party requested an oral hearing.
14. The landlord did not request an inspection of the property but the tenant, in their reply form , did . An inspection of the property took place on 21 August 2026

The Property

15. The Property is a first floor self-contained flat, offering the following accommodation:

Internally : The flat comprises an open plan kitchen / dining area , 2 further rooms , and bathroom / WC. We are advised by the landlord that the floor area is approximately 39.6 m2

Externally :There is no garden garage nor parking space .

Services ; The landlord pays water rates and the provision of carpets and white goods .The Property benefits from Central Heating double glazing .

The Property is situated in a central London area well placed for access to transport and shopping facilities .

Evidence

16. The Tribunal's Reply forms were returned by both the Landlord and the Tenant.
17. Additional submissions were also received from the Tenant and Landlord .

The Tenant.

18. In their reply form the tenant states that they do not require a hearing but would like an inspection of the property. They confirm that the flat is on the first floor and provide brief details of the accommodation. They confirm that the property does have both central heating and double glazing and that the Landlord has provided white goods floor coverings and curtains. They say that the glazing provides little noise or thermal insulation, that hot water ,heating and electrical supplies can be temperamental and that there are cracks to walls and ceilings throughout .
19. On the issue of rent the tenant states that there are 2 bedroomed properties within 1 mile that are bigger than the subject property with rents at under £1750. Specifically, they mention Cotton Ave ; 591 Sq ft at £1750 per month and 4 High Street ; 768 sq ft at a rent of £1600.00 pcm . There is no documentary evidence to support these contentions, however .
20. By way of further submissions:

Within the application form the tenant confirms that there are no additional services or service charges payable by them, that no furniture has been provided as part of a tenancy , that there have been no improvements undertaken by them and that the landlord completes repairs. Specifically the tenant states that they believe that the monthly rent should be £1,350.00 but they provide no evidence for this.

21. The tenant has provided written confirmation that Necleus can act on their behalf and it would appear that Necleus may have assisted with some of the paperwork , application and reply.

The Landlord

22. The Landlord made the following comments;

In respect of the reply form : The landlord has confirmed that they are happy for the matter to be dealt with on papers and that they require neither a hearing nor an inspection.

23. They detail the accommodation as an open plan living room / kitchen with two bedrooms a bathroom and WC and confirm that the property benefits from central heating , double glazing , fitted carpets and white goods with no garage or parking space although a parking permit is available.
24. The landlord advises that the property was redecorated in October 2023 and had a new oven fridge and freezer in December 23 in addition to other general maintenance works.
25. The landlord advises that the floor area of the flat is approximately 39.60 meters squared and provides a floor plan showing the current arrangement.
26. In terms of rental evidence, the Landlord has provided an extract from an assured shorthold tenancy agreement relating to 157 The Vale showing the rent to be £1,750.00 per month from the 4th of October 2023 and a Foxton's valuation dated the 2nd of June 2026 suggesting an asking rent for the subject property of £2201.00 per calendar month. Two other comparables are cited by the landlord ; one in The Vale which is a property on the market stated to be a 2 bedroom property with balcony at £1,950.00 per month and a further property in Rosemont Rd, a 2-bedroom property at £2200 per calendar month with a floor area of 62.62 meters squared. This is currently on the market with Foxtons.

Inspection

27. The Tribunal carried out an inspection of the Property on 21st August in the presence of the Tenant.
28. On arrival the Tribunal notified the tenant that they should be provided with access to all possible areas of the property but that she could not provide any additional evidence nor engage in conversation about the property nor the rental value thereof
29. All rooms were accessible.
30. In the majority of rooms, access and inspection was severely limited by the number of items stored therein.

31. Despite these limitations the Tribunal was able to assess the accommodation and layout of the flat , view fixtures and fittings, check general condition and note the location of the property and its surroundings.
32. The Tribunal found that the property was located on the first floor above a parade of shops in a poorly presented area. It is accessed via a poorly maintained stairwell and, as the floor area measurement suggests, is small ; resulting in small rooms throughout. The subdivision of the space to create as many rooms as possible has not served it well.
33. Kitchen and bathroom fittings are basic. The glazing is old and workmanship on repairs and upgrading (an example of which is the retiling of the bathroom) is poor .
34. Overall, the property could be described as requiring an upgrade and redecoration throughout.

Determination and Valuation.

35. In consideration of the evidence provided the Tribunal makes the following comments: While the opinion of the tenant relating to the market rent of the property is noted by the Tribunal, we are also mindful of the fact that no evidence corroborating figures or statements of opinion has been provided.
36. In consideration of the evidence provided by the landlord the Tribunal once again notes the evidence that has been provided ; however the facts, albeit that they include screenshots from websites, are limited and are insufficient to enable a tribunal to undertake an accurate comparison.
37. As far as the valuation from Foxtons is concerned we have no evidence to confirm that they have inspected the property although the Tribunal accepts that they are likely to know the area.
38. Taking these factors into consideration, the Tribunal has applied the weight it considers appropriate.
39. Finally, the Tribunal has noted that the landlord's assertion is that the property is a 2-bedroom property while the tenant has described the property as a 1-bedroomed unit.

40. The Tribunal has taken into consideration the floor plan provided by the landlord and the landlord's evidence that the floor area is 39.6 meters squared approximately. It has also had the benefit of an inspection.
41. Applying its own expert knowledge it has formed the opinion that irrespective of internal layout the size of a flat is more in keeping with a, small , 1-bedroom flat and has taken this into consideration in its assessment of the open market rent.
42. Where possible it has compared the floor area of the subject flat to the floor area of the comparables provided.
43. Relying on its inspection, its own expert general knowledge of rental values in the area, and the evidence provided by the Landlord and tenant the Tribunal considers that the market rental of the subject Property in good order would be in the order of £1,650.00 per month
44. This is the rent that we would expect the property to let for in the open market if it was in the same general condition as comparable properties
45. From this level of rent, the Tribunal has made adjustments following its findings during the inspection .
 - i) The flat is above a shop and communal areas/ access is in poor condition
 - ii) The quality of fittings and workmanship in the property is poor.
 - iii) The area described as a living area and kitchen is in fact a Kitchen dining room . There is no lounge / living area that fits the description of a room normally understood as such .
 - iv) The bathroom is small and basic.
 - v) The double glazing is old and of poor quality

The full valuation is shown below:

Starting Rent	<u>£ 1,650.00</u> pcm
Less 15% to reflect i) -v) above .	£ 247.50 pcm
<u>Market rent</u>	£1,402.50 pcm

Undue hardship.

- 46. Within the tenants reply form it is confirmed that the tenant is on universal credit.
- 47. Specifically it is pointed out that the rent increase notice states that the new rent will be effective from 24th June 2025 which will create a large debt in back rent potentially and thus financial hardship to the tenant and a knock-on risk of eviction .
- 48. While the Tribunal can appreciate the argument being made here ; no evidence of the tenants financial circumstances was provided and in these circumstances the Tribunal determines that the rent will be payable from the date in the landlords notice . That being 24th June 2025.

The law.

- 49. When determining a market rent in accordance with the Housing Act 1988 Section 13 regard must be had to all of the circumstances (other than personal circumstances) including the age, location and state of repair of the property, matters contained within the rent, repairing obligations, etc. This means that issues such as the tenants ability to pay the rent or bills associated with the property are not a consideration for the tribunal in assessing the rent . they can however effect the date from which the Tribunal consider the rent is payable
- 50. 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.

Decision

- 51. **Therefore, the Tribunal determines the market rent at £1,402.50 per month with effect from 24th June 2025.**

Chairman: J. A. Naylor FRICS FTPI.

Valuer Chair.

Date: 21st August 2026

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.