	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	**LON/00AC/MRA/2026/0011**
Property	**2 Queenscroft House, 22 Thonrey Close, Colindale, London, NW9 4ED**
Tenant	**Robina Nadeem**
Tenant's Representative	**Adeel Ahmad**
Landlord	**Robbie Fund**
Landlord's Address	**35a St Georges Road, London, SE1 6EW**
Landlord's Representative	**Global House Estates**
Date of Application	**29 May 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Ms S Beckwith MRICS** **Mr M Lynch**
Date of Decision	**1 September 2026**
Rent Determined	**£2,000 per calendar month**
Date of Valuation	**1 August 2026**
Date the new rent takes effect	**1 September 2026**

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REASONS FOR THE DECISION

Background

1. On 8 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,000 per calendar month (pcm) in place of the existing rent of £1,850 pcm to take effect from 1 June 2026.

2. On 29 May 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal. In their application form, the Tenant indicated that they consider the Landlord's notice was invalid because it did not give the required two months' notice.

3. On 27 July 2026, the Landlord returned the Tribunal's MR2 form enclosing a revised Section 13 notice dated 1 June 2026 proposing a new rent of £2,000 pcm with effect from 1 August 2026.

4. On 24 June 2026, the Tribunal notified the Tenant that the application had been deemed withdrawn, as the application fee had not been received. Following receipt of proof of payment, on 1 July 2026 Judge McQueen reinstated the application.

5. On 16 July 2026 a Legal Officer reviewed the case and confirmed that the Section 13 notice dated 1 June 2026 with an increase date of 1 August 2026 is the relevant notice for this application.

6. The tenancy commenced on 1 June 2025. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

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

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

8. The Property was let furnished including sofa, beds and mattresses.

Liability for Council Tax

9. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

10. N/A

Hearing/Inspection

11. Neither party requested an oral hearing or inspection. 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

12. The Landlord confirmed the Property is approximately 770 sq ft. Neither party provided photographs.

13. The Property is a second floor flat in a modern purpose-built development, offering the following accommodation:

    Property: two bedrooms, two bathrooms, open plan kitchen and living room.

    Outside: a balcony that overlooks a garden.

    The Property benefits from double glazing and central heating. It was let with a mixture of carpet and hard flooring.

    The Property is situated win the Colindale area of northwest London, within the Colindale Gardens development, which comprises numerous residential blocks. The building benefits from concierge service and residents' gym. Colindale underground station is less than half a mile to the northwest.

Evidence

14. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant

15. The Tenant made the following comments:

    a) The Tenant confirmed that they had replaced the sofa and mattresses, as they reached the end of their usable life and the Landlord did not replace them following requests.
    b) The Tenant has repainted parts of the Property at their own expense.

16. The Tenant provided the following comparables:

    a) Castleton House – a furnished two bedroom, one bathroom flat on the market for £2,000 pcm.
    b) Heritage Avenue – a c. 600 sq ft two bedroom, two bathroom flat on the market for £2,000 pcm.
    c) Eldon House – a part-furnished two bedroom, one bathroom flat on the market for £1,850 pcm.

17. The Tenant confirmed their opinion that the market rent is £1,900 pcm.

The Landlord

18. The Landlord made the following comments:

    a) Maintenance works have been undertaken at the Property (evidence provided).
    b) The Landlord did not necessarily agree that the sofa and mattresses were at the end of their usable lives, but agreed for the Tenant to replace them at their own cost.

19. The following comparables were provided by the Landlord. They are all two bedroom, two bathroom properties within the Colindale Gardens estate.

    a) 34 Greenwich House – a 855 sq ft flat rented at £2,275 pcm.
    b) 17 Citrine House – a 820 sq ft flat rented at £2,350 pcm.
    c) 15 Peacon House – a 906 sq ft flat rented at £2,250 pcm
    d) 19 Lassen House – a 845 sq ft flat rented at £2,150 pcm.

20. The Landlord also provided a Best Price Guide of two bedroom properties on the market in the area over the previous year for between £2,145 pcm and £2,210 pcm. A two bedroom flat within Queenscroft House is listed at £2,145 pcm and shown as let agreed (as at May 2026).

21. The Landlord confirmed that he considered the proposed rent of £2,000 pcm to be below the full market rent.

Determination and Valuation

22. Comparables a) and c) provided by the Tenant had one bathroom, rather than two. Comparable b) has two bedrooms, but is smaller than the Property. The Tribunal therefore considers that the rental value of the Property would be higher. The comparables provided by the Landlord are all two bedroom, two bathroom flats within the same estate as the Property, although all appear to be slightly larger.

23. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord/the Tenant, the Tribunal considers that the market rent of the subject Property would be in the order of £2,150 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties including having good quality furniture provided by the Landlord.

24. From this level of rent, the Tribunal has made adjustments in relation to the following:

    a) The Tenant having replaced some furniture.

25. The full valuation is shown below:

Starting Rent			£2,150 pcm
Less			
Tenant's provision of some new furniture	)	approx. 2.5%	£53.75
Adjusted rent			£2,096.25

Open-Market Rent say **£2,100 pcm**

Undue hardship

26. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.

27. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because the Tenant has had to seek financial assistance from family members. No supporting evidence was provided.

28. In response to the Tenant's application for postponement due to hardship, the Landlord stated that they were not seeking the full market rent.

29. As a result of our decision the rent will increase by £150 per month. On the basis that no supporting evidence was supplied by the Tenant, the Tribunal considers that undue hardship has not been demonstrated and does not fix a later starting date.

Decision

30. The Tribunal determines the new rent at the amount proposed by the Landlord of £2,000 per calendar month with effect from 1 September 2026 as this is lower than the open-market rent determined by the Tribunal.

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 (rule 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.