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	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AJ/MNR/2026/0106
Property	Top Floor Flat, 16 Church Road, Acton, London W3 8PP
Tenant	Waheeba Kaboud
Tenant's Representative	N/A
Landlord	Ruskin Hall Trustees
Landlord's Address	c/o The Secretary, Rosy Leigh 1 Sidings Apartments East Churchfield Road, London W3 7QF
Landlord's Representative	None
Date of Application	28 January 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr D Jagger MRICS Ms S Greer
Date of Decision	1 September 2026
Rent Determined	£1,650 per calendar month
Date the new rent takes effect	1 February 2026

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REASONS FOR THE DECISION

Background

1. On 10 November 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1800 per calendar month in place of the existing rent of £1350 per calendar month to take effect from 10 February 2026. This being an increase of £450 which equates to approximately 5.1%.
2. On 28 January 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 granted to the Tenant by an agreement dated 1 May 2024 at the current rent of £1350 per calendar month payable in advance. The rental period is monthly, and the tenancy was for a period of 12 months. Therefore, this is an assured periodic agreement. The original tenancy agreement was dated 15 April 2022.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.
5. The Tenant is responsible for internal decoration and for some minor repairs.

Services Charges or furniture provided by Landlord

6. Service charges are not payable by the Tenant for the Property.
7. The flat is let furnished in accordance with the Inventory in the bundle. (pages 53-54)
8. The rent is exclusive of charges for utilities

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.

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

10. The tenant claims that the agreement makes her responsible for finding a tenant for the second bedroom while remaining liable for the full rent. This is a misunderstanding of her obligations under the Tenancy Agreement. The Tribunal's interpretation of the agreement is that regardless of other potential occupiers, the Tenant is responsible for payment of the rent and complying with the various covenants because the Tenancy Agreement provides that each tenant has joint and several liability. It is the the Tenant's own choice whether she wishes to share the flat with another party in order to reduce out goings. This interpretation is supported by paragraph 12 of the Tenancy Agreement: "*Where there are two or more individuals included in the expression 'the Tenant' covenants herein expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally.*"

Inspection/Hearing

11. The parties did not request a hearing. This case was originally set down for a Video Hearing at the request of the Landlord, however due to holiday commitments a request was made for it to be determined on the papers presented by the parties. The Tribunal agreed with this arrangement. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise. The Landlord confirms that the Tenant vacated the property on the 30 June 2026.

The Property

The Property is a second floor flat forming part of a three storey Victorian building with brick elevations and commercial premises (the Labour Party) on the ground floor.

The accommodation comprises: two bedrooms, living room/kitchen, bathroom. The windows are partially double glazed and there is gas central heating, floor coverings and white goods. The property has an EPC Rating of E47 which is below average and a stated floor area of 73m².

The Property is located in a mixed commercial and residential road, convenient to the High Street and Acton Town underground station.

Evidence

12. Both the Tenant's and the Landlord's agent provided written statements with helpful photographs and a floor plan. The Tenant did not produce any comparable evidence and the Landlord provided a link to a comparable property let at ~~£1,750. The~~ [£1,750. The](#) Tribunal was unable to open the link.

The Tenant.

13. The Tenant made the following comments:
- a) The Tenant requests a restructuring of the lease to make it an individual basis. This matter is dealt with in paragraph 10 above.
 - b) The Tenant states that at a Trustees' meeting it was agreed to increase the rent to £1480 per month and the Landlord has now reneged on that verbal agreement.
 - c) There is damp and mould to the internal walls evidenced by the photographic evidence.
 - d) The Tenant has been unable to let the second bedroom at £900 per month.
 - e) The comparable provided by the Landlord is a larger superior flat.
 - f) For these reasons the Tenant is of the opinion the proposed rental value should be £1500 per calendar month.

The Landlord

14. The Landlord made the following comments:
- a) The Landlord based the proposed rental figure on advice from a local surveyor and estate agent.
 - b) The property is located in the heart of Acton.
 - c) The flat is in in good repair and has been recently decorated.
 - d) The floor plan provided shows the room sizes.

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 Tenant.

16. The Tribunal is grateful to both parties for the evidence they have provided. The comparable evidence relied upon by the Landlord consists of an advertised asking rent rather than achieved rent. Asking rents are of assistance in establishing the tone of the market but they are not conclusive, since a property may in the event let at a figure above or below the rent at which it was advertised.

The **Determination and Valuation**

17. Relying on its own expert, general knowledge of rental values in the Acton area together with the comparable evidence provided by the parties the Tribunal considers that the market rental of the subject property modernised and in good condition would be in the order of £1,800 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.

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

- a) The damp and mould to the internal walls and ceilings as shown in the photographs.
18. The Tribunal has considered very carefully this information and using its own expertise considers that a deduction of £150 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	<u>£1,800 pm</u>
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Less

a) Items given under a) above

£150

Market rent

£1,650 pm

Decision

19. Therefore, the Tribunal determines the market rent at £1,650 per calendar month with effect from 1 February 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.

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