

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AP/MRA/2026/0104
Property	Flat 3, 76 Coniston Road, London, N10 2BN
Tenant	Wayne Griffith, Kristina Tiskute & Jokubas Markevicius
Tenant's Representative	N/A
Landlord	Simon Porter & Abigail Tannis Porter
Landlord's Address	3C Tung Shan Villa, 2 Tung Shan Terrace, Happy Valley, Hong Kong
Landlord's Representative	Kinleigh Folkard & Hayward
Date of Application	11 July 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 S Dhanani
Date of Decision	2 September 2026
Rent Determined	£1,900 per calendar month
Date of Valuation	1 August 2026
Date the new rent takes effect	1 October 2026

REASONS FOR THE DECISION

Background

1. On 5 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 £1,750 pcm to take effect from 1 August 2026.
2. On 11 July 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy commenced on 24 July 2023. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. 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.

5. The Property was let furnished with a box chest, coffee table, standing lamp, vanity desk, chest of drawers and queen size bed.

Liability for Council Tax

6. 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.

7. N/A

Hearing/Inspection

8. 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

9. The Tenant provided a floor plan and photographs.
10. The Property is a split level flat over the second and third floors of a converted house, offering the following accommodation:

Property: two bedrooms, a kitchen, a living room and a bathroom.

Outside: a rear terrace

The Property benefits from central heating. The flooring is carpet and laminate. The windows are single glazed.

The Property is situated in Muswell Hill, in north London. Bounds Green underground station and Alexandra Palace train station are approximately one mile away.

Evidence

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

The Tenant

12. The Tenant made the following comments:
 - a) A chest of drawers and bed were broken and were replaced by the Tenant.
 - b) They have installed shelves in the kitchen, corridor and living room and repainted the bedroom, bathroom and kitchen.
 - c) There is a damp and mould problem that has not been addressed.
 - d) An inventory report was provided describing the Property as not clean, in need of decorating and the carpets and flooring being in heavily used condition.
13. The Tenant provided the following comparables:
 - a) Alexandra Park Road – a two bedroom, one bathroom flat on the market for £1,900 pcm.
 - b) Wilton Court – a two bedroom, one bathroom flat on the market for £1,875 pcm.
14. The Tenant confirmed their opinion that the market rent is £1,750 pcm.

The Landlord

15. The Landlord made the following comments:

- a) The proposed rent takes account of the Property's location, two-bedroom split-level accommodation, rear terrace, condition and specification.
- b) Approval was not sought for the works undertaken by the Tenant and they have been made aware that works or alterations require approval.
- c) Following a report of discolouration to the bathroom ceiling, a contractor was instructed to investigate. No further report has been made by the Tenant about damp or mould.

16. The following comparables were provided by the Landlord:

- a) Dorchester Court, Colney Hatch Lane – a two bedroom, one bathroom ground floor flat on the market for £2,000 pcm. It has recently been redecorated.
- b) Muswell Avenue – a two bedroom, one bathroom top floor flat on the market for £1,950 pcm.
- c) Summerland Gardens – a two bedroom, one bathroom flat on the market for £2,900 pcm. It is newly refurbished and of a high specification.

Determination and Valuation

- 17. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.
- 18. Given the small amount of furniture provided and its condition (requiring replacement by the Tenant), the Tribunal finds that the Property is essentially unfurnished (other than white goods) and has valued it on this basis.
- 19. The Tenant's installation of shelving and redecoration have been disregarded.
- 20. The Tribunal finds that no evidence of a damp or mould issue that would affect rental value has been provided.

21. The Landlord confirmed that their comparable c) is to demonstrate a flat at the upper end of the market. The Tribunal places no weight on this evidence.
22. The other comparables provided by the Tenant and the Landlord demonstrate rates of between £1,875 pcm and £2,000 pcm for two bedroom, one bathroom flats in the vicinity of the Property.
23. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord and the Tenant, the Tribunal considers that the market rent of the subject Property in good order would be in the order of £2,000 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 white goods provided by the Landlord.
24. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) The general condition of the Property, which the inventory report shows to be in need of redecoration and new floor coverings.
25. The full valuation is shown below:

	Per calendar month
Starting Rent	£2,000
<i>Less</i>	
Poor decorative condition and floor coverings) approx. 5%	£100
Market Rent	£1,900

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 rise in cost of living

is higher than the increase in salaries. One of the tenants will have reduced working hours due to part-time studies commencing in September. The only evidence provided was confirmation of the change to working hours and salary of one of the joint tenants.

28. The Landlord responded that they cannot reasonably be expected to absorb the financial impact of the Tenant's decision to reduce their working hours for study. Financial support via university grants and bursaries should be the Tenant's responsibility to consider in meeting their contractual financial obligations.
29. The threshold for demonstrating undue hardship is high. The Tenant provided evidence about the personal situation of one of the three joint tenants. No evidence was provided about the overall financial situation of the household. On the basis of the evidence provided, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.
30. The Tribunal determines the new rent amount at £1,900 per calendar month with effect from 1 October 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

Decision

31. The Tribunal determines the new rent amount at £1,900 per calendar month with effect from 1 October 2026 as this is lower than the proposed rent of £2,000 per calendar month.

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.