

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AG/MRA/2026/0088.
Property	Flat 4, Elaine Court, 123 Haverstock Hill, London NW3 4RT.
Tenant	Tomer Merariu Rachel Merariu.
Tenant's Representative	In person.
Landlord	Susan Ovens.
Landlord's Address	c/o Parkheath, 192 West End Lane, London NW6 1SG.
Landlord's Representative	Annette Ross, Parkheath Letting Agents, 192 west End Lane, London NW6 1Sg.
Date of Application	9 July 2026.
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge Aileen Hamilton-Farey. Tribunal Member Mr. William Gibbs.
Date of Decision	1 September 2026.
Rent Determined	£2,100.00 per calendar month.
Date of Valuation	1 September 2026.

Date the new rent takes effect	24 September 2026.
---------------------------------------	---------------------------

REASONS FOR THE DECISION

Background

1. On 17 June 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,100.00 per calendar month(pcm) in place of the existing rent of £1,876.00 pcm to take effect from 24 August 2026.
2. On 9 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 August 2017. 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 partly furnished at the start of the tenancy and included: Bed and mattress and sofa. There is no mention of white goods.

Liability for Council Tax

6. The Tenants are responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Hearing

7. Neither party requested an oral hearing or inspection.

The Property:

8. The Property is a maisonette over two floors, comprising living room, kitchen, 2 bedrooms, bathroom/w.c. There is wooden flooring to the ground floor and

carpet to the bedrooms. The property benefits from gas central heating and double glazing.

Evidence

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

The Tenant

10. The Tenant made the following comments:

- a) The Tenant confirmed that they considered the market rent to be between £1700 to £1850 per calendar month but, subsequently, agreed to pay £1,976.00 if the landlord carried out improvements to the kitchen, and finally the full asking rent if the landlord carried out improvements to the kitchen and bathroom. The tenant also said that the bathroom lacked a window and that mould resulted
- b) The tenant provided comparables of £2,300.00 per calendar month in NW5 4JL, and £2,200.00 per calendar month in NW5 4HT, but said that typically agents would negotiate a reduction of between 5 – 10% of those asking rents. The tenant did not provide any evidence to support that statement.
- c) Having received the landlords comparable evidence, the tenant went on to say that the property did not have similar features to those comparables, and had not been recently refurbished, or improved since the start of the tenancy. The tenant also said that although the landlord stated that improvements had been carried out, and appliances repaired or replaced, that these were in the scope of the usual repairs and maintenance that would be expected over the eleven years of the tenancy.

The Landlord

11. The Landlord made the following comments:

- a) The Landlord confirmed the description of the property but said that several repairs and replacements had been carried out during the term. This statement was commented on by the tenants as above.
- b) They provided comparable evidence of properties as follows:

- In the same block 1bed - £1,850.00 pcm
- Egan Lodge NW3 – 2bed with private patio - £2,900.00 pcm
- Haverstock Hill – 2bed, 2 bath with ensuite, underground parking - £2,750.00 pcm.
- Haverstock Hill – Maisonette 2b, underground parking £2,600.00 pcm.

Determination and Valuation

- 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.
- 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 modernised and in good order would be in the order of £2,600 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 the basic furniture provided by the landlord.
- From this level of rent, the Tribunal has made adjustments in relation to the following:

- Lack of recent modernisation.

The full valuation is shown below:

Starting Rent	<u>£2,600.00</u> pcm
---------------	----------------------

Less

- | | |
|-------------------------------|---------|
| a) Items given under a) above | £260.00 |
|-------------------------------|---------|

£ 260.00 pcm

Open-Market Rent

£2,340.00pcm

Decision

15. The Tribunal determines the new rent amount at the amount proposed by the landlord of **£2,100.00** per calendar month as this is lower than the open-market rent of £2,340.00 determined by the Tribunal with effect from **24 September 2026** which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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 after 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.

