



FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference : LON/00AC/MNR/2026/0156

Property : 23 Grange Close
Edgware
London HA8 9PQ

Applicant : Anthony Flourentzou (Tenant)

Representative : None

Respondent : Olive De Cordova (Landlord)

Representative : None

Date of Application : 20 March 2026

Type of Application : Determination of a Market Rent
sections 13 & 14 Housing Act 1988

Tribunal Members : N. Martindale FRICS
A. Onigbode

Date of Decision : 11 September 2026

Rent Determined : £2300 per calendar month

Date of new rent start : 27 May 2026

REASONS FOR DECISION

Background

- 1 A landlord's notice dated 28 February 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £2750 per calendar month in place of the passing rent of £2100 pcm, to take effect from 27 May 2026.

- 2 At a date, prior to the effective date, under S.13(4)(a) Housing Act 1988 the tenant referred the landlord's notice proposing a new rent, to the Tribunal for determination.

- 3 The assured tenancy is now periodic calendar monthly.

Allocation of Repairs between Landlord and Tenant

- 4 As per S.11 Landlord and tenant Act 1985.

Landlord's Service Charges and Furniture provided and costs.

- 5 A shelving unit and a chest of drawers. Landlord provided the usual white goods in the kitchen and where required, floor coverings.

Liability for Council Tax

- 6 Tenant.

Other relevant terms of tenancy

- 7 None

Inspection and Hearing

- 8 An inspection is not routinely carried out. The Tribunal is content that it has sufficient information on the Property, its condition and on comparables, from a combination of the written and any photographic representations received and from its own knowledge and specialist expertise.

Property

- 9 There was no inspection. The Property is at the entrance to a short cul-de-sac among very similar semi detached houses, with accommodation on 2 levels, built in the 1930's. The Property has three bedrooms, through living room, kitchen, bathroom/ wc and second GF wc. There is a small rear garden and a front yard/garden for parking up to 3 cars. The Property is an established residential part of Edgware (Google Streetview October 2012). There are no on street parking restrictions but space is physically restricted.

- 10 The Building is of traditional brick fully rendered in fair condition only in external appearance. The main roof over is a double pitched hipped plain tiled roof with hipped addition, from new, over the front two storey bay. Window glass is double glazed and there is gas fired central space and water heating. Some of the glass panels are broken, one deliberately by a third party, since reportedly replace. Other window units have lost their vacuum seal.

Evidence and Hearing

- 11 The Tribunal received completed Form Rents 1 dated 20 March 2026 and then later Front Rents 1b the final reply from the tenant with some back ground to the tenancy. The Tribunal received Form Rents 1a from the landlord. Both parties included some photographs of the Property. The Tribunal is grateful for such information as was provided by one or both of the parties. The written material was supplemented by attendance of both parties at a video based hearing online who were able to explain and confirm most points of uncertainty identified by the Tribunal.

Tenant

- 12 The tenant did not contest the form or content of the landlords S.13 Notice but, did contest the new rent. The tenant felt that the rent should not increase beyond £2250 pcm. They referred to rents sought locally for similar houses variously at £2450 pcm, £2500 pcm, £2650 pcm but, in better condition than the Property, to support this figure.
- 13 The Property was 'tired': The landlord's carpets were worn on the stairs and in the living room. There was some damp to walls and ceilings in the bathroom and a bedroom, perhaps from condensation in cold corner, though the roof tiling was not lined so the potential for damage from slipped tiles too. Some timber boarded flooring had been damaged in a room. Whilst the bathroom had been upgraded in 2020 the kitchen remained as it had since the 1980's: Functional but basic. The double glazing had been installed but some units leaked and a main pane to the front living room window had been broken, since replaced though.
- 14 There was a single garage brick built, to the side of the house on site, on the edge of the front yard. Both it (to perhaps 10% of the space) and much of the loft at the Property was being used by the landlord to store their spare furniture and assorted chattels. The space was not available by the tenant as might otherwise be expected.
- 15 The tenant complained of slow or non-repair of defects at the Property by the landlord and that they had to involve LB Barnet's PRS unit to take informal action against the landlord to get works done.

Landlord

- 16 The Tribunal received representations from the landlord disagreeing with much of the tenant's case. The landlord stated that access to the property to inspect and if required, to correct defects had been made very difficult by the tenant. Some of the disrepair had persisted because of this and although Barnet PRS had attended they did not serve an Improvement or other notice; the defects were mainly superficial.

- 17 As a separate matter in parallel with the rent determination the landlord explained a background where she sought vacant possession, at County Court if required to allow her to return to live the Property herself. The landlord did not make any particular representations on the level of rent sought other than the figure of £2750 pcm being appropriate, as set out in the initial notice.

Law

- 18 In accordance with the terms of S.14 of the Act we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; but assuming that the Property to be in a reasonable internal decorative condition.

Valuation

- 19 From the Tribunal's own general knowledge of market rent levels in Edgware, in LB Barnet for a Property of this type prices ranged between £2300 and 2750 pcm, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £2500 pcm, fully fitted and in good order. This is the rent we would expect the Property to let for in the open market if it was in the same condition as comparable properties including landlord's white goods and carpets in the Property.
- 20 The Tribunal found that the tenants use of the garage and loft only suffered minor inconvenience, that the kitchen whilst functional was, unmodernised, that there was some wear to patches of carpet and door bars, there was minor damp and mould growth largely thought attributable to poor ventilation but with a little from occasional rain penetration. For these various minor failings and shortcomings the Tribunal makes an end allowance of £200 pcm from the starting market rent. The Tribunal therefore determines the new market rent at £2300 pcm.

Undue Hardship

- 21 At most, the effective start date for the new rent would be delayed to the date of the decision if undue hardship was found by the Tribunal. Allowance for hardship from this increase in the rent was sought by the tenant in their application but were no supporting evidence was provided. The Tribunal finds that there is no undue hardship here, so the effective date of the new rent remains that of the landlord's notice.

Decision and effective start date

- 22 The starting date of the new rent of £2300 pcm inclusive to be levied is from and including 27 May 2026.
- 23 Although the landlord is not obliged to charge this rent and may charge a significantly lower rent as a result of their own choice, policy, or governmental regulation; they may not charge more than this figure. Otherwise any further reduction in this figure on what is levied, is a matter between the parties, only.

Chairman N Martindale FRICS

Date 11 September 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).