

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BK/MRA/2026/0164
Property	Flat 91, Miles Buildings, Penfold Place, London, NW1 6RQ
Tenant	Sheung Yu Jason Loi , Cheuk Him Wan
Tenant's Representative	None
Landlord	Miles JV S.A.R.I.
Landlord's Address	2nd Floor , 6 Heddon Street, London, W1B 4BT
Landlord's Representative	Add Living Ltd- George Sourou
Date of Application	22 July 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS K Beheshtizadeh
Date of Decision	8 September 2026
Rent Determined	£2850.00 per calendar month
Date of Valuation	1 October 2026
Date the new rent takes effect	1 October 2026

REASONS FOR THE DECISION

Background

1. On 13 July 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £3100.00 per calendar month(pcm) in place of the existing rent of £2,750.00 pcm to take effect from 1 October 2026.
2. On 22 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 30 June 2025 for 12 months terminating on 29 June 2026. The rent period was six months in advance, £16500 on or before 30 June 2025, and a second sum of £16,500 payable on or before 30 December 2025.

Allocation of Repairs between Landlord and Tenant.

4. The tribunal has considered the written representations and the tenancy. The tribunal finds the landlord is responsible for repairs internal and external.

Liability for Council Tax

5. The tribunal has considered the written representations and the tenancy. The tribunal finds the tenant responsible for payment of council tax and utilities.

Hearing

6. Neither party requested an oral hearing. 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

7. The tribunal from review of papers finds; the property is a third floor flat of Miles Building [55/83] with two bedrooms, approximately 472 square feet with an open plan reception room and kitchen, a modern shower room, access to a communal courtyard and separate storage locker.
8. The landlord noted the tenancy included a furniture package comprising two double beds, wardrobes, bedside tables, a sofa and dining furniture all of which were brand new at the commencement of the tenancy. [55/83]

9. The tribunal finds the property to be comprised as set out in the table and furnished. The tribunal finds the property and furniture to be in a state that results from a good tenant occupying for around a year.

Improvements

10. No evidence of improvements by the tenants.

Disrepair

11. There is no evidence of disrepair. Some minor wear and tear can be seen in the photographs only.
12. The tenant submitted photographs of the interior of the property [38/83] to [43/83] The tribunal finds from these photographs that the property is in good condition but not pristine newly refurbished condition.

Specification

The property has:

Specification	Provided by
Heating (electric)	LL
Double Glazing	LL
Carpets/flooring and Curtains	LL
White Goods	LL

13. The Property is a third floor flat with wood flooring in the living room, and kitchen and carpets remainder. The heating is electric. The property was let furnished. Including white goods.

Evidence

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

The Tenant

15. The tenants proposed a rent of £2,850 per month.
16. At [44/83] of the bundle , within the application, there are letting particulars for an unfurnished 2 bedroom 1 bathroom flat, showing let agreed at £2200 pcm.

There is a date showing “reduced 22 June 2026” on the details. This property is within Miles Building.

17. A second brochure [45/83] shows a 2 bedroom to let with an asking rent of £2100 pcm. This is said within the details to be 43.9 square meters.
18. The tenant [60/83] comments on the landlord's comparables saying they are not “directly” comparable, because they are drawn from different floor levels, furnishing and level of modernisation.
19. The tenant says that the landlord had commented that the tenant’s comparables were older, yet the £2200 pcm flat comparable was marketed as newly refurbished.
20. The tenant says the £2100 pcm flat they quoted had a similar layout to the subject flat.
21. The tenant says none of the landlord's comparables were on the third floor, submitting that the landlord had chosen flats were not representative.

The Landlord

22. The landlord in MR2 says they broadly agree with the tenants description, of Flat 91. But did not agree with the properties submitted as rental comparables , the landlord contending they are unfurnished and older.
23. The landlord provided a table of rental comparables which are in the respondent's ownership. The comparables are all within 491 to 494 sq feet have rental commencement dates from July 2025 to July 2026 and all are in the range £3000 to £3100pcm and are two bed units. [57/83]
24. The landlord commented on the tenant's proposal of £2850 pcm [56/83] contending, that lower rents are achieved in Miles Buildings for unmodernised or refurbished flats and so not directly comparable with Flat 91.
25. The landlord proposes £3100 pcm for the determination.

Determination and Valuation

26. 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.

27. The tribunal in considering rental evidence prefers actual lettings and ideally in close proximity.
28. The tribunal has five comparables essentially between £3000 and £3100 pcm for similar sized properties in the building. These being ground floor and above.
29. The tenant provides a comparable; 2 beds within the building let at £2200 pcm. There were no details of floor, and the photographs were limited making the determination condition difficult.
30. Neither party contests the others factual basis of their evidence.
31. The subject property is as seen from the photographs in a refurbished condition but as noted the tribunal finds from these photographs that the property is in good condition but not pristine newly refurbished condition.
32. The tribunal considers the rent to be achieved would be for a furnished but not pristine condition property so less than £3000 to £3100 pcm. However, the property is in good condition and so would attract a bid above that of the tenants comparable.
33. The tribunal finds the comparables provided by the landlord have more detail and so are more reliable than the tenants comparable of £2200 pcm.
34. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the parties, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £3100 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 been provided by the landlord.
35. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Minor wear and tear £250.00 pcm

The full valuation is shown below:

Starting Rent	£ 3100.00 pcm
Less wear and tear	<u>£250.00 pcm</u>
Open-Market Rent	£2850.00 pcm

Decision

36. The Tribunal determines the new rent amount at £2850.00 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.

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.

