

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/OOAP/MNR/2025/0982
Property	Apartment 42, Alder Court, Cline Road, London, N11 2ND
Tenant	Andreas Sophroniou
Tenant's Representative	none
Landlord	Now.1 Lettings Ltd
Landlord's Address	Sentinel House, Ancells Business Park, Harvest Crescent, Fleet, Hampshire, GU51 2UZ
Landlord's Representative	none
Date of Application	11 September 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS J Hoarey LLB (Hons)
Date of Decision	15 September 2026
Rent Determined	£1240.00 pcm
Date the new rent takes effect	27 October 2025

REASONS FOR THE DECISION

Background

1. On 5 September 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1400.00 per calendar month (pcm) in place of the existing rent of £1050.00 pcm to take effect from 27 October 2025.
2. On 11 September 2025 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 commenced 27 October 2018 as twelve-month contractual assured shorthold tenancy initially at £1050 pcm.
4. The Tribunal has considered all evidence submitted within the timetable set out by the Directions and subsequent oral testimony. The Tribunal has not recorded all evidence submitted within the decision. The omission of a piece of evidence should not be taken that it has not been taken into consideration.
5. The Tribunal inspected the property on the 15 September 2026; no hearing was requested by either party. Present at the inspection was Andreas Sophroniou, the applicant Tenant, supported by his daughter. Additionally, there was a representative from the Landlord present.

Preliminary Matters

6. Material received outside the Directions has not been considered.

The inspection

7. The inspection found the flat comprises one bedroom, one living room with open plan kitchen, one bathroom. The flat is located on the third floor of a purpose-built block. The block appears to date post 2000, and forms one of several blocks built at the same time and forming part of a complex. Access to the block is via a paved area between the blocks, there is an intercom entry system, once through the communal doors there is a lift, and stairs. The block has four floors. On exiting the lift, the route to the flat is along a corridor, on the wall of the corridor were two electric heaters, one was partially detached from its fixings.

8. The subject flat has its own front door, through which leads to a small hall. Off the hall is located a reasonable sized double bedroom. The property was let part furnished to the Tenant, the furnishing included the fridge/freezer, oven hob and washing machine.
9. The living room has a Juliette balcony and an open plan kitchen. The open plan kitchen is fitted. The sink, taps and units are functional but “tired”. The smoke alarm is hanging by wires from the ceiling. The floor in the kitchen has vinyl flooring but gives way under foot in places.
10. Heating within the flat is by electric heaters only.
11. The bathroom has no windows, and extraction is by mechanical extractor, it is understood this was fitted in 2025. The bathroom has some signs of mould and is dated.
12. The living room walls have large patches of staining, it is not clear what the cause of this is, but they appear above the electric fires in some areas.

Allocation of Repairs between Landlord and Tenant.

13. The Tribunal has considered the written and verbal submissions of the parties. The tenancy agreement notes the Landlord is responsible for repairs in accordance with section 11 of the Landlord and Tenant Act 1985

Liability for Council Tax and Utilities

14. The Tribunal has considered the written submissions of the parties. The Tribunal finds from the tenancy agreement 3.2.2 the Tenant is responsible for the payment of council tax.
15. The Tribunal finds from the tenancy agreement 3.2.1 and 3.2.3 the Tenant is responsible for payment of the utilities.

Inspection/Hearing

16. Neither party requested a hearing, but an inspection was requested and undertaken on the 15 September 2026.

The Property

Extent and Specification

17. The Tribunal from review of papers and inspection finds; the property is a third floor 1 bedroom flat.

Floor	Area	
Third	Living room / kitchen	
	Bathroom	
	Bedroom 1	

Improvements

18. No party notes any improvements in their submissions.

Disrepair

19. The Tenant's completed a Reply Form noting;
- (a) Living room has damp
 - (b) Kitchen floors are soft as have damp issues
 - (c) Bathroom has damp issues

Services

20. The Tenant's application form notes, there is a £48 per month charge for water. From the tenancy agreement this is charged in addition to the rent.

Specification

21. The Landlord submitted a copy of the plan for the property, confirming it is one bedroom.
22. The Tribunal finds the specification of the property is as set out below;

Specification	Provided by
Heating (electric)	LL
Double Glazing	LL
Carpets and Curtains	T
White Goods	LL
Furnished - Part	LL

Rental Evidence

The Landlord rental evidence

23. The Landlord supplied a schedule of agreed rents for Alder Court and Gean Court. The agreed rents ranged in date from 27 October 2018 to 30 June 2026. The schedule does not give detail as to the specification or quality of the comparable properties.
24. The schedule also identified the size of the subject property that is 475 sq feet and the comparables which ranged from 447 to 475 sq ft.
25. There is a statement from Priya Patel the Letting Branch Manager of Bernard Marcus that suggests a similar flat roadside in good order would attract £1500 to £1550 pcm and in average order £1400-£1450 pcm.

The Tenant's rental evidence

26. The tenant submitted no rental evidence.

Determination and Valuation

27. The valuation date is the effective date of the rent proposed in the Notice of Increase. This is 27 October 2025.
28. The Tribunal values the property on the basis that;
 - (a) The condition of the property disregards any tenant's improvements; there are none in this case.
 - (b) That the tenant has supplied their own carpets and curtains.
 - (c) That the property has a predisposition to mould on the surfaces of bathroom, and disrepair noted in the inspection
 - (d) The Tribunal must make a determination under the Housing Act 1988 section 13 and 14 and cannot take into account the actual tenant in occupation.
29. The closest comparable is that of 56G also on the 3rd floor, also located at the front of the building as is the subject property and let at 28 May 2025 for £1550.00. This comparable has a Juliet balcony.
30. The other properties on the schedule with the exception of the subject property were let between November 2022 and June 2026 for figures ranging between £1550.00 and £1650. The Tribunal excludes the ground floor comparable because as ground floor it is slightly different nature. The Tribunal also excludes the 2022 rent because of time from valuation date.

31. This leaves several comparables between £1550 and £1650 some have balconies and some a Juliett balcony.
32. This property has a Juliette balcony, as such the Tribunal finds the comparable number 56G most reliable because it requires fewer adjustments, the Tribunal looks at this within the context of the other rents and determines £1550 pcm for the property if in good condition.
33. From this level of rent, the Tribunal has made adjustments in relation to 28 (a) to (e) above.

The full valuation is shown below:

Starting Rent	<u>£1550.00</u> pcm
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Less

For 28 a to e above 20%	£310.00 pcm
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Market rent	£1240.00 pcm
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Undue hardship

34. The new rent takes effect from the date specified in the Landlord's Notice of Increase 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 the date a Tribunal makes its determination.
35. The tenant has not made an application for undue hardship.

Decision

36. Therefore, the Tribunal determines the market rent at £1240.00 pcm with effect from 27 October 2025.

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.