	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/OOAP/MNR/2026/0353**
Property	**19A Pembury Road, London, N17 6SR**
Tenant	**Cecilia Danielson**
Tenant's Representative	**None**
Landlord	**Marcia Grell**
Landlord's Address	**5 Maywin Drive, Hornchurch, RM11 3ST**
Landlord's Representative	**Vincent Grell**
Date of Application	**14 May 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**R Waterhouse FRICS**
Date of Decision	**24 September 2026**
Rent Determined	**£1450.00 per calendar month**
Date of Valuation	**19 May 2026**
Date the new rent takes effect	**19 May 2026**

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REASONS FOR THE DECISION

Background

1. On 30 March 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1750.00 per calendar month (pcm) in place of the existing rent of £1404.00 pcm to take effect from 19 May 2026.

2. On 14 May 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 19 July 2024 as a fixed term expiring on 18 July 2025. The rental period is monthly payable on 19th. [25/103]

Jurisdiction

Tenant's contentions

4. The tenant [62/103] contended that their tenancy concluded on 23 July 2026 as such no Section 13 Notice may be served until the end of the statutory period.

5. That the Notice period of two weeks was insufficient.

6. That the rent would be unaffordable.

Landlord's contentions

7. The landlord states [68/103] that the "tenancy commenced on 19 July 2022, and the renewal tenancy commenced on 19 July 2024. The tenancy agreement dated 19 July 2024 specifies that rent due on the 19 July of each month at £1404 per calendar month".

Tribunal determination on the jurisdiction challenge

8. If at the effective date of the Section13 Notice, the tenant was within the contractual period of the tenancy then the Section 13 Notice would not be valid.

9. The tribunal has evidence of a tenancy that concluded on 18 July 2025 through a copy of the tenancy.

10. The tribunal has evidence of a new tenancy starting on 19 July 2024 through a copy of the tenancy.

11. The tribunal had a submission from the tenant that their tenancy concluded 23 July 2026 but no evidence.

12. In the absence of a copy of the tenancy showing a contractual tenancy ended on 23 July 2026, the tribunal cannot find that there was a contractual tenancy in operation at the effective date of the Section 13 Notice.

13. The tribunal therefore determines the Section 13 Notice on balance to be valid for the purposes of relying upon it to make a determination under Section 13.

Allocation of Repairs between Landlord and Tenant.

14. The repairing liability sits with the landlord, and the tenant conceded that whilst they may paint the inside of the flat from time to time, that the repairing responsibilities sit with the landlord.

Liability for Council Tax and Utilities

15. The Tenant is responsible for the payment of Council Tax and Utilities.

Hearing

16. A hearing was held on 24 September 2026 by video platform. The Tribunal has considered this case on the basis of the submission and the hearing.

17. The hearing was attended by the applicant tenant only.

18. In the absence of the respondent landlord the tribunal had recourse to The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 Rule 34.

19. The tribunal first considered whether the absent party had been aware iof the time and date of the hearing. The tribunal was satisfied on this point.

20. The tribunal was also satisfied that in the interests of justice; the hearing should proceed.

The Property *(and inspection if you inspect**)***

21. The Tribunal did not inspect the property but undertake the determination on the oral submission of the tenant and the submissions of the parties contained in the Bundle.

22. The Property is a ground floor flat within an Edwardian terraced house. The flat comprises a living room with small kitchen, a showroom and WC, and two bedrooms. The tenant gave the dimensions of the rooms within their application [11/103]. The property also has a garden of some 60 feet in depth which is exclusive for the tenant.

23. The tribunal heard that the main bedroom is a comfortable double bedroom, and the second bedroom whilst able to accommodate a double bed would be very tight.

24. The kitchen is small with very limited work surface. The oven, hob, washing machine and fridge freezer are the landlords.

25. The property has gas central heating, the radiators are said to be old. The property also has double glazing.

26. That the property has a shared entrance with the flat on the first floor above.

Evidence

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

The Tenant

28. The Tenant made the following comments:

    a) The garden is quite large and difficult to manage
    b) The kitchen and shower room are very small compared with contemporary properties in the vicinity
    c) The flooring of the property is damaged following a historic flood.
    d) The tenants supplied a number of marketing details of properties said to be comparable. The tenant said their preferred comparable was one in the same room, a 3-bedroom flat with larger kitchen and bathroom, no garden but higher specification inside. This had an asking price of £1800 pcm , and was let in the Spring of 2026. The tenant said they had inspected inside themselves.
    e) The tenant indicated they believed the comparables put forward by the landlord is in the range of £1800 to £2200 pcm related to better quality and larger premises.

f) The property contained a sofa upon moving in.

The Landlord

29. The Landlord made the following comments:

a) The Landlord confirmed provided three comparables of 3-bedroom flats showing an asking rent of £1800.00 pcm
b) Additionally, 7 comparables of 2-bedroom flats asking between £1500 pcm and £1750 pcm.

Determination and Valuation

30. 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.

31. The tribunal finds comparable property's let, in the vicinity and of the same specification to be the most reliable because they require the least adjustment.

32. Of the tenant's comparable, it is in the same road, let albeit we do not know how much but we do know the asking amount. The tribunal does not discount the comparable on the basis of size difference because the adjustment required for size is offset by the absence of adjustment because the property is in the same road.

33. Of the landlord's, the three bedrooms are discounted as being of a different size. Of the two bedrooms, the Winchester Road one is contained in a similar sized building, the remainder discounted as being larger, It however is better condition inside and higher specification but lacks a garden. This comparable is £1500 pcm.

34. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord/the Tenant, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1600 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.

35. From this level of rent, the Tribunal has made adjustments in relation to the following:

    a) Size of kitchen
    b) Size of bathroom
    c) Quality
    d) Increased value attributed to garden

    The full valuation is shown below:

Starting Rent	£1600.00pcm
Less	
a) Items given under a) to d).	£1450.00 pcm
Open-Market Rent	**£ 1450.00 pcm**

Decision

36. The Applicant made an application for hardship but did not provide evidence other than in the fee reclaim section. The tribunal considers the evidence of undue hardship insufficient given the limited increase in rent.

37. **Tribunal determines the new rent amount at £1450.00 per calendar month with effect from 19 May 2026.**

Reimbursement of Fees

38. The Tenant has requested the Tribunal make an Order that the Landlord should reimburse their application fee of £47.00.

39. The tenant set out their financial position within the application.

40. The landlord did not submit evidence on this.

41. After consideration of the parties' submissions, and the level of rent increase, the Tribunal declines to Order the Landlord to reimburse the Tenant's application fee of £47.00

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.