

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AU/MRA/2026/0167
Property	Flat 6 Westmorland House, Fieldway Crescent, London N5 IQE
Tenant	Lily Osman
Tenant's Representative	None
Landlord	Wynbay Ltd
Landlord's Address	c/o 93 Northwold Road, London E5 8RN
Landlord's Representative	Smartrose Estates Ltd
Date of Application	27 July 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr D Jagger MRICS Mrs P Ogunfeibo
Date of Decision	2 October 2026
Rent Determined	£2660 per calendar week
Date the new rent takes effect	2 October 2026

REASONS FOR THE DECISION

Background

1. On 15 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,800 per calendar month in place of the existing rent of £2212.50 per calendar month to take effect from 1 August 2026. This being an increase of £587.50 which equates to approximately 26%.
2. On 27 July 2026, 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 original tenancy was a regulated tenancy granted to Mr Brian Osman. Following his death, the tenancy was lawfully succeeded by the late Ms Osman, who continued as a regulated tenant. Upon her death, Ms Lily Osman succeeded the tenancy. By operation of the statutory succession provisions, the tenancy then became an assured tenancy. The Tenant is therefore no longer protected by the Rent Act regime and is liable to pay the market rent determined under the assured tenancy provisions. The historic regulated rent is no longer applicable.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.
5. The Tenant is responsible for internal decoration and for some minor repairs.

Services Charges or furniture provided by Landlord

6. Service charges are not payable by the Tenant.
7. Furniture provided by the Landlord: bed, cupboard, two chests of drawers, curtains and floor coverings and oven
8. The rent is exclusive of charges for utilities.

Liability for Council Tax

9. The Tenant is responsible for the payment of Council Tax.

The Hearing

10. A CVP hearing took place at 12.00 on the 2 October 2026. On the Landlord's side, this was attended by Frayda Iversen from Smartrose Estates Ltd. Lily Osman was in attendance.
11. The Tribunal set out the parameters of the hearing and confirmed it is the Tribunal's task to determine a market rent based upon the evidence provided by the parties.

The Tenant's Submissions

12. The flat has very dated fittings and is in poor decorative order with no floor coverings
13. There are no kitchen fittings, only a sink in the small scullery.
14. There are no white goods or oven provided by the Landlord.
15. The timber sash windows are single glazed and suffering from rot infestation.
16. The Tenant installed a shower unit.
17. In recent years, the Landlord has not carried out any maintenance to property.
18. There is evidence of damp and mould to the bathroom and lavatory with associated crumbling plaster.
19. The Tenant considers an appropriate adjustment for these matters is between 30-45%
20. For these reasons a rental value of £1750 is considered appropriate.

The Landlord's Submissions

21. The property is a very large 4 bedroom flat and this is supported by a floor plan in the bundle of documents.
22. There is a valid EICR Electrical Certificate and Gas Safety Certificate for the property.
23. The comparable evidence provided to the Tribunal confirms rental values in the area range from £3,293-£4000 per month for a four bedroom flat.

24. The Landlord has recently installed gas central heating to the property.

The Property

25. The property is a second floor flat forming part of a three storey Victorian building with brick elevations under a pitched and slate roof. Accommodation comprises, five rooms, small kitchen, bathroom and lavatory.
26. The flat has gas central heating (installed by the Landlord) and single glazed windows.

Written Evidence

27. The parties provided comprehensive written submissions, comparable evidence from the Landlord, floor plan and helpful photographs.

Determination and Valuation

28. Section 14 of the Housing Act 1988 requires the Tribunal to determine the rent at which it considers the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy, on the terms of the subject tenancy other than as to rent, and disregarding the matters set out in section 14(2). Those disregards include any effect on the rent attributable to the fact that the Tenants are sitting tenants, and any increase in value attributable to a relevant improvement carried out by the Tenants.
29. The Tribunal is grateful to both parties for the comprehensive written statements, the comparable evidence provided by the Landlord and helpful submissions made at the hearing. The evidence relied upon by the Landlord consists of advertised asking rents rather than achieved rents. Asking rents are of assistance in establishing the tone of the market but they are not conclusive, since a property can only, since 1 May 2026, let at that, or a figure below the rent at which it was advertised. Advertised rents are now therefore the maximum amounts that a landlord can achieve.
30. The Tribunal considered the best available comparable was shown on page 71 of the bundle showing a four bedroom flat in the same building was let at £3995. This property has two bathrooms and a superior layout. Miss Iversen confirmed it was in need of some refurbishment.

31. Relying on its own expert, general knowledge of rental values in the Islington area, together with the comparable evidence provided by the landlord, the Tribunal considers that the market rental of the subject property, modernised and in good condition would be in the order of £3,800 per month. This is the rent we would expect the property to let for in the open market including having white goods and floor coverings provided by the landlord.
32. From this level of rent, the Tribunal has made the following adjustments in relation to the following:
- a) Evidence of mould and damp to the bathroom walls.
 - b) Dated fittings and poor decorative order with no floor coverings
 - c) Tenant's improvements
 - d) No white goods or oven
 - e) Single glazed sash windows.
33. The Tribunal has considered very carefully this information and using its own expertise considers that a deduction of £1140 (30%) should be applied in order to take account of the above matters. It should be noted that this figure cannot be a simple arithmetical calculation and is not based upon capital costs but is the Tribunal's estimate of the amount by which the rent would need to be reduced to attract a tenant.

The full valuation is shown below:

Starting Rent	<u>£3,800</u>
<u>Less</u>	
a) Items given under a)-e) above	£1140
Market rent	£2,660 pcm

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 Tenants have stated that a proposed rent increase would cause undue hardship. The Tenant confirms a rent increase is not affordable and she has no

savings. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence to support their submissions. On the basis of the evidence provided, the Tribunal considers that for the increase to take effect from the date in this decision would not cause undue hardship and does not fix a later starting date.

Decision

36. Therefore, the Tribunal determines the market rent at £2,660 per calendar month with effect from 2 October 2026 being the date of the Tribunal's decision.

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.