FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	LON/00AG/MRA/2026/0096
Property	:	147 Leighton Road London NW5 2RB
Applicant	:	Sophie McElligott & Sergios Sergiou (Tenants)
Representative	:	None
Respondent	:	Browndale 1 Ltd. (Landlord)
Representative	:	Crownfield Management Ltd. (Agent)
Date of Application	:	10 July 2026
Type of Application	:	Determination of a Market Rent sections 13 &14 Housing Act 1988
Tribunal Members	:	N. Martindale FRICS M. Lynch
Date of Decision	:	9 October 2026
Rent Determined	:	£2350 per calendar month
Date of new rent start	:	1 November 2026

REASONS FOR DECISION

Background

1 A landlord's notice FORM 4A, dated 18 May 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £3000 per calendar month in replacing a passing rent of £1575 pcm, with effect from 1 August 2026.

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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 No furniture included. Landlord's white goods and a variety of other fixed floor finishes and coverings assumed.

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 the upper parts of a former Nineteenth Century house in a terrace, since converted into at least 2 flats/ maisonettes. The Property is at upper ground and first floor level over some 75m2 though the space is not particularly efficiently used with internal landings and stairs. The entrance is through a small shared front yard. The Property is located within walking distance of Kentish Town tube and rail station.

10 The Property has 2 bedrooms, living room kitchen and bathroom. The Property is on relatively residential road in LB Camden. Roads off Leighton Road are essentially residential, many containing subdivided former houses of similar age.

11 The Property is visibly of traditional brick to upper floors, rendered to lower levels. The roof is not visible from street level but, is likely to be double pitched 'butterfly' arrangement behind a dwarf parapet wall to the front. It appears in fair to good condition, in external appearance.

Window glass appears double glazed. There is gas fired central space and water heating. There are on street parking restrictions and no off street parking at the Property. (Google Streetview September 2025).

Evidence

12 The Tribunal received completed Form MR1 of 10 July 2026, with the landlord notice in Form 4a. Later the reply Form MR2 came from the landlord both providing some additional background to the Property and the letting. The tenant replied through Form MR3 with some additional material. The Tribunal is grateful for such information as was provided by one or both of the parties.

Tenant

13 The tenant contested the form and/or content of the landlord's S.13 Notice as well as the new rent. The tenant felt that the rent should only rise to £2100 pcm. The S.13 notice contained an additional tenant's name. It was the name of a former tenant. The name was still on the expired contractual tenancy.

14 The tenants included some photographs mainly of the interior of the Property. They reported some minor items of disrepair, including: 1. Damp and water increase to walls. 2. Cracking to some walls. 3. Loose skirting boards. 4. Damage to plaster work adjacent to a radiator. 5. Worn stairs and landing carpets. 6. Leak in boiler cupboard. 7. Ponding to a flat roof. 8 Lifting vinyl and loose tiles.

15 The tenants referred to some 5No. comparables. They were each of 2 bedrooms, each apparently conversions of former larger older houses as at the Property and available June/ July 2026, including: 1. Grafton Road £2200 pcm at 52m2 area; 2. Brecknock Road £2000 pcm at 52m2. 3. Malden Road £2200 pcm. 4. Goulden Crescent for £2250 pcm. 5. Grafton Road £2350 pcm. There were details of some 14No. other comparables, which appeared to range from £2220 to £2500 pcm however most of the remaining PdF details provided of these were illegible to the Tribunal.

16 The tenant showed their calculation of the open rent from their averaged starting figure of £2192 pcm; then making allowances for mould, water and other minor defects of £92, leaving a new rent at £2100 pcm.

Landlord

17 The landlord's agent referred to the tenants comparables as relating to 2 bedroom flats but, generally much smaller ones of around 48 to 52m2. The Property has a floor area of 74-76m2 – a much larger 2 bedroom maisonette by comparison and that therefore the rent should be approaching the proposed figure of £3000 pcm.

18 The landlord explained that the additional name on the notice referred to an original third tenant who had been included on the original tenancy contract. There was no defect. The other two names were correct. The matter came to the prompt attention of the tenants who had acted on it effectively and in time.

Law

19 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

20 The Tribunal found the Form 4A Notice to be effective. It concurred with the landlord's tendered explanation for the third name.

21 From the Tribunal's own general knowledge of market rent levels in LB Camden and having regard for each party's comparable materials, for a Property of this type and location, particularly for its size as a 2 bedroom flat, (unlike many much smaller in area) it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £2750 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 floor coverings.

22 The Tribunal noted that the Property had dated kitchen and bathroom, worn floor coverings, decoration and cracking, curtains and blinds, a series of minor defects as largely described by the tenant, which detracted from its finish and deducts £400 pcm to address these. The Tribunal determines the new market rent at £2350 pcm therefore.

Undue Hardship

23 At most, the start date for the new rent could be delayed by a Tribunal by up to 2 months, effective from the beginning of the next rent period following, if undue hardship were shown by the tenant. It does not affect the market rent level itself. Allowance for hardship from this increase in the rent was sought by the tenant in their application, but no supporting documents were provided. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

24 The new rent of £2350 pcm is to be levied from and including the start date of the next rent period falling due, after 9 October 2026, which is 1 November 2026.

25 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 9 October 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).