FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AE/MNR/2026/0280**
Property	**:**	**7 Fairfield Court, Longstone Avenue, Harlesdon London NW10 3TS**
Applicant	**:**	**Giovanna Petralia (Tenant)**
Representative	**:**	**None**
Respondent	**:**	**BBCC Brent Ltd. (Landlord)**
Representative	**:**	**Crownfield Management Ltd.**
Date of Application	**:**	**29 April 2026**
Type of Application	**:**	**Determination of a Market Rent sections 13 &14 Housing Act 1988**
Tribunal Members	**:**	**N. Martindale FRICS O. Awotesu**
Date of Decision	**:**	**16 September 2026**
Rent Determined	**:**	**£2000 per calendar month**
Date of new rent start	**:**	**1 May 2026**

REASONS FOR DECISION

Background

1 A landlord's notice dated 16 March 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £2250 pcm in place of the passing rent of £1725 pcm to take effect from 1 May 2026.

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2 On 29 April 2026 under S.13(4)(a) Housing Act 1988 the tenant referred the landlord's notice proposing a new rent to the Tribunal for determination via a completed Rents 1.

3 The assured tenancy is now calendar monthly periodic.

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 None.

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/or photographic representations received and from its own knowledge and specialist expertise.

Property

9 There was no inspection. The Property is a ground level flat in purpose built 1950's 2 - 3 level Building of similar flats and adjacent blocks. It has shared off street parking and communal gardens. (Google Streetview September 2024). There is some on road parking.

10 The Property is in a Building of traditional construction, brick fair faced, part rendered, walls to front elevation with gable end. The main roof is double pitched hipped finished to concrete double lap tile. It is set within the a street of very similar, small blocks of purpose built flats from the 1950's and some more recent. It is in an established residential area.

11 The Property has 2 bedrooms to the ground floor with living room, kitchen, bathroom/WC. Central heating, with double glazing, floor finishes and white goods are all apparently provided by the landlord.

Evidence and Hearing

12 The Tribunal received completed Form Rents 1 and Rents 1b from the tenant. The Tribunal received a Form 1a from the landlord. The Tribunal is grateful for such information as was received from the parties. There as an online video hearing which the tenant attended. The landlord nor their representative attended the hearing.

Tenant

13 The tenant referred to the older nature of the Property's kitchen and bathroom not having been modernised since around 2000. Although ownership of the Building and hence of the Property had changed recently the tenant found the landlord slow to respond to requests for repairs. The intercom to the communal hallway and staircase had not been working for some time and cleaning of common areas was irregular. The double glazing units were beginning to fail reducing the thermal insulation qualities of the windows. The tenant suggested that the rent be reduced to £1650 pcm for the Property at the valuation date.

Landlord

14 The Tribunal received representations from the landlord in Form 1a. They referred through their agent to two lettings in January 2026 of a flat in the block at £3051.62 pcm. A copy of the tenancy agreement was said to have been provided to the Tribunal. Whilst the names of the parties were suitably redacted, so was the address making a direct link to a flat in the Building, impossible. However the Tribunal noted that it this flat was said to be large enough to accommodate 6No. individuals which suggests it was a flat with 3 bedrooms, rather than the 2 bedrooms at the Property. There was insufficient information to place much reliance on it. It would suggest the rental value of the Property should be notably lower.

15 The landlord also referred to another 2 bedroom flat in the block to let at £2,396 pcm but, did not include the full details. The Tribunal does not look up "links". The presentation of the details in full, is down to each party to provide in their written representations not a task for the Tribunal.

Law

16 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. The Property falls to be valued as it stands; but assuming that the Property to be in a reasonable internal decorative condition.

Validity

17 The tenant did not challenge the validity of the notice.

Valuation

18 With note of the landlord's comparable lettings at the Building but, mostly from the Tribunal's own general knowledge of market rent levels in and around Harlesden, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £2100 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 carpets and curtains.

19 The Tribunal found: The dated nature of the otherwise functional kitchen and bathroom; historic water leaks from flats above and the broken intercom serving the Property; were all sufficient to make a minor end allowance of £100 pcm from the starting rent. The Tribunal therefore determines the new market rent at £2000 pcm.

Undue Hardship

20 A new rent takes effect from the date in the landlords notice. In cases of undue hardship the Tribunal has discretion to fix a later starting date. The tenant did not provide sufficient information to show *undue* hardship sufficient to alter the start date for the new from that set out in the initial landlord's S.13 notice.

Decision and effective start date

21 The Tribunal sets the starting date of the new rent of £2000 pcm from the date of the notice, 1 May 2026.

22 **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.**

Chairman N Martindale FRICS Date 16 September 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).