	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/OOAQ/MNR/2026/0268**
Property	**1 Lindeth Close, Stanmore, London, HA7 2RQ**
Tenant	**Lan Yang** **A Mandarin interpreter was present**
Tenant's Representative	**None**
Landlord	**Bankway Properties Ltd**
Landlord's Address	**Haskell House, 152 West End Lane, London, NW6 1SD UK**
Landlord's Representative	**Hamways Limited**
Date of Application	**25 April 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 and 14 of the Housing Act 1988**
Tribunal Members	**R Waterhouse FRICS** **S Shaw**
Date of Decision	**17 September 2026**
Rent Determined	**£1408.00 per calendar month**
Date of Valuation	**18 March 2026**
Date the new rent takes effect	**18 March 2026**

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REASONS FOR THE DECISION

Background

1. On 18 March 2026, the Landlord served a notice under section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £1443.00 per calendar month (pcm) in place of the existing rent of £1375.00 pcm to take effect from 3 May 2026.

2. On 25 April 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 3 February 2002 for six months. The rental period is monthly payable on the 3rd of the month.

Hearing

4. Present at the hearing, which was conducted by CVP, was the Applicant Tenant Lan Yang, and from the Respondent Landlord's Agent, Bridgit Alexander. Ms Alexander noted at the begining of the hearing that she had only recently been briefed for this hearing and her participation would be limited.

Allocation of Repairs between Landlord and Tenant

5. The tenancy agreement at 3.6 sets out the Landlord's repairing obligations, which is to repair the building and the fixtures and fittings in the Landlord's ownership. The Applicant Tenant in their oral submission noted that the Landlord had recently repaired the boiler and painted over cracks in the interior of the property.

6. The Tribunal finds from evidence of performance and the tenancy agreement that the Landlord is responsible for internal and external repairs.

Services Charges or furniture provided by Landlord

7. The Tenant stated they moved into the property unfurnished, the Respondent Landlord did not contest this. The Tribunal finds the property was unfurnished at the start of the tenancy.

Liability for Council Tax

8. The tenancy agreement provides at 2.8 that council tax should be paid by the Tenant. The Tribunal finds that the rent is to be determined is exclusive of council tax.

Utilities

9. The tenancy agreement provides for at 2.3 utilities to be paid by the Tenant.

Hearing/Inspection

10. The Tenant in their application form requested an inspection. The Tribunal by decision with reasons dated 20 May 2026 refused the request for inspection on the basis there were sufficient internal photographs available [255/262].

11. A hearing was held on 17 September 2026 by video platform. The Tribunal has considered this case on the basis of an oral hearing, and the papers provided by the parties and its own knowledge and specialist expertise.

The Property

12. The Tenant's application sets out the extent of the property. The property is a flat located on the ground floor, comprising 2 bedrooms, 1 living room, 1 kitchen and a bathroom. This was supplemented by the Tenant's oral evidence that neither of the bedrooms has an ensuite. The flat was one of two ground floor flats with a further two flats on the first floor. The flat is located approximately 20 minutes walk from a tube station.

13. The Property has Vaillant gas central heating. The Tenant noted that the Landlord had since the last winter repaired the boiler and flushed through the radiators. The bedrooms and living room have carpet flooring. The kitchen and bathroom have vinyl (plastic) flooring.

14. There is a shared communal garden.

15. The Tenant has supplied as number of photographs [73/262] showing the exterior of the building within which the flat is situated and some areas of the interior. These show some aspects of disrepair. The photographs are undated.

16. The building is solid brick wall construction with UPVC windows.

17. The Tenant in their submission noted the interior doors had gaps around them. Additionally, the Tenant recalled that the Landlord had obtained professional advice in respect of potential subsidence.

18. The issue of disrepair was the subject of submissions. The submissions showed that the property is located in a solid wall part rendered block dating to around 1930s. The condition has cracking within some walls and ceilings with some ill-fitting internal joinery.

19. The Tenant notes in their email to the managing agents of 4 May 2026 that the outstanding repairs were:

(a) Wall cracks and staining.
(b) Heating issue.

20. The Tenant also noted in their note of 4 May 2026, that there was inconsiderate parking occurring with supporting photographs [124/262].

21. The Tribunal finds that the flat is two bedroomed, one bathroom and a kitchen. The property has issues with car parking. That whilst the flat had issues with internal cracking, the Landlord was responsible for making this good and has done so. Similarly, the flat had issues with the boiler and radiator but these have been overhauled by the Landlord as part of their repairing obligations. The flat has double glazing and the doors are old and ill fitting.

Evidence

22. The parties completed the relevant MR1 (Tenant), MR2 (Landlord) and MR3 (Tenant's Reply).

The Tenant

23. From the Tenant's application form they believe the rent should be £1350.00 pcm.

24. The reasons given for this are that:

"A comparable two-bedroom flat within the same development (Lindeth Close) is currently advertised at £1408 pcm. This provides strong evidence of the open market rent for a similar property in terms of location, size and layout, assuming the property is in good condition. The landlord has proposed a market value of £1725 pcm, which is not supported by the available comparable evidence. The landlord has also referred to an adjusted rent of £1,443 pcm, which reflects a discretionary reduction and does not represent an independent market comparable."
"The subject property is not in good condition. There are ongoing and unresolved defects including damage to internal wooden doors (shrinkage and

gaps), issues with the central heating system, and wall cracks. These issues materially affect the condition and rental value of the property."

25. The Tenant did provide comparable rental evidence:

    (a) Flat to rent at 9 Lindeth Close, Stanmore, HA7 2RQ asking £1408.00 pcm. The details [96/262] show the property as let.

26. The Tenant provided a response to the Landlord's Reply 1 A form reiterating the submissions previously made.

27. In oral submissions, the Tenant noted that the comparable property was let, was a ground floor property in the same development and with the same layout. The Tenant contended that the comparable property was in a better condition.

The Landlord

28. The Landlord is of the view [115/262] that the rent should be £1725.00 pcm before what they termed a "longevity deduction" for long occupancy.

29. The Landlord completed a Landlord's Reply Form for the market rent decision dated 13 May 2026.

30. The Landlord noted:

    (a) "A contractor has been given the go ahead to make good the wall, ceiling cracks and then finish off with two coats of paint
    (b) A heating engineering has also been assigned to carry out a power flush to the heating system"

31. The Landlord supplied the following evidence of rent [150/262]:

    a) letting details of a flat in Lineth Close said to be let at £1725.00 pcm, 2 bedrooms unfurnished but refurbished. The details note it was marketed between 23 January 2018 and 16 April 2018.
    b) September Way, HA 7, 2 bedroom, "no longer advertised" was asking £1850.00 pcm marketed from 2 April 2026 to 11 May 2026.
    c) The Broadway, HA7, 2 bedroom flat "no longer advertised" was asking £1850.00 pcm marketed 25 November 2025 to 15 April 2026.
    d) Merryfield Gardens, HA7, 2 bedroom flat, "currently advertised" was asking £1750.00 pcm marketed from 2 April 2026.
    e) September Way, HA7, 2 bed flat, "currently advertised" was asking £1750.00 pcm, marketed from 7 May 2026.

f) Ridgeway Court, 2 bed flat, "currently advertised" was asking £1750.00 pcm, marketed from 12 May 2026.

32. The Tenant commenting on the Landlord's comparables observed that many were nearer tube stations and were more modern blocks.

Determination and Valuation

33. 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.

34. The Tribunal has found the nature of the block to be 1930s with its inherent characteristics. Comparables supplied by the parties vary in nature, age, location and indeed whether they are let.

35. A let comparable, in the same vicinity and of the same nature is a preferred comparable which the Tribunal will give much weight to unless shown to be unreliable.

36. The comparable quoted by the Tenant is in the same development, is on the same floor ground floor and is in broadly the same condition.

37. The Tenant's property has original doors stripped pine and the comparable has painted potentially replacement doors. Different tenants prefer different styles. The Tribunal does not distinguish between the comparable and the subject property.

38. The Landlord's comparables are not dismissed but because they are in different localities and of a different nature provide context only. Given their context role, the Tribunal is content to leave the Tenant's comparable unadjusted.

39. 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 in its current condition is £1408.00 pcm. No further adjustments are made.

Decision

40. The Tribunal determines £1408.00 pcm from the date of Notice which is 18 March 2026. As the rent is lower than the existing the Tribunal does not need to consider whether undue hardship would be present.

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.