FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00BK/MRA/2026/0115**
Property	**:**	**27a Connaught Street London W2 2AY**
Applicant	**:**	**Ami Patel (Tenant)**
Representative	**:**	**None**
Respondent	**:**	**Church of England Commissioners (Landlord)**
Representative	**:**	**Savills (Agent)**
Date of Application	**:**	**14 July 2026**
Type of Application	**:**	**Determination of a Market Rent sections 13 &14 Housing Act 1988**
Tribunal Members	**:**	**N. Martindale FRICS** **W. Gibbs**
Date of Decision	**:**	**23 September 2026**
Rent Determined	**:**	**£3700 per calendar month**
Date of new rent start	**:**	**15 October 2026**

REASONS FOR DECISION

Background

1 A landlord's notice FORM 4A, dated 14 May 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £3864.90 per

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calendar month in replacing a passing rent of £3680.86 pcm, with effect from 15 July 2026.

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, carpets and a variety of other fixed floor finishes and coverings.

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 within a terrace of former houses, each Building, on 3 levels, built in the late Nineteenth Century. The ground and any lower floors are in commercial, albeit not intensive, use. The ground (exclusive front street access) and two upper floors are separated out to form a self-contained maisonette. The Property on the ground first and second floor, has (GF) hallway, internal stairs, (FF) living room, kitchen, (SF) two bedrooms and bathroom/ wc. There is a rear facing open balcony/ terrace to the back of the kitchen at first floor. It appears to run along neighbouring properties but, is in sub-divided portions, exclusive to each maisonette.

10 The Property is very centrally located in Paddington, west of Marble Arch Tube Station, North of Hyde Park. It is an established residential area in the City of Westminster. (Google Streetview September 2008).

There are on street parking restrictions and no off street parking at the Property. Connaught St. is not a main through route road.

11 The Property is visibly of traditional brick to first and second floor levels. The roof is not visible from street level. It is in fair to good condition, in external appearance. Window glass is single glazed in what appear to be original or replica timber double hung sash frames. There appears to be gas fired central space and water heating.

Evidence

12 The Tribunal received completed Form MR1 of 14 July 2026 with the landlord notice in Form 4a. Later the reply Form MR2 came from the landlord both providing some background to the Property and the letting. The tenant replied through Form MR3. The Tribunal is grateful for such information as was provided by one or both of the parties.

Tenant

13 The tenant did not contest the form or content of the landlord's S.13 Notice but, did contest the new rent. The tenant felt that the rent should be £3500 pcm. They cited lettings at: 1. Water Gardens 2 bedrooms 2 bathrooms 97.5m2 at £3600 pcm; 2. Connaught Court 2 bedrooms 2 bathrooms 97m2 at £3800 pcm. 3. Gloucester Terrace 2 bedrooms 1 bathroom 92m2 at £4000 pcm. 4. Hyde Park Place 2 bedrooms 1 bathroom 72m2 no rental figure. 5. Linden Gardens Notting Hill 2 bedrooms 1 bathroom (larger) at £3700 pcm. Yet these were larger or considerably larger 9-22% larger than the Property at some 72m2. There were no significant further details.

14 They referred to the absence of double glazing, the lack of decorating and cleaning at the Property since their arrival some years earlier, and the presence and inconvenience of scaffold on their terrace/ deck for works to the roof/ exterior wall of the Property. Although some of the white goods had failed and been replaced since the start of the lease by the landlord, the replacements were variously inferior to the originals – they were not like for like.

15 Various unlabelled photographs of the interior and exterior were included, showing the Property and in particular the intrusive scaffold on and around the rear deck with some damaged decking planks. Otherwise no particular significant defects were highlighted at the Property.

Landlord

16 The landlord's agent referred to an earlier proposed settlement figure of £3828.11 pcm. It was unclear why the original rent proposed in the notice had been reduced from £3864.90.

17 The agent challenged the allegation of inferior replacement white goods provided by the landlord over the years. The agent referred to a series of 4No. similar flats in adjacent or neighbouring buildings. They did not provide copies of the agreements, despite appearing to have reference and access to them. They referred to weekly rents despite this being a monthly rental and to unit values linked to an imperial ft2 area rather than metric. (Both these decisions made a ready comparison to the Property by the Tribunal more difficult than it need have been).

18 They cited largely unnumbered first and second floor period maisonettes, with 2 bedrooms, which the Tribunal presumed to be in the same terrace in Connaught Street. The Tribunal converted imperial areas and weekly rates for each as: 1. 81 m2 for £4375 pcm at £54/m2. 2. 88 m2 for £4121 pcm at £47/m2. 3. 78 m2 for £4118 cm at £53/m2. 4. 80m2 for £4100 pcm at £51/m2. There was no clear pattern between the floor area and the unit rate. They averaged about £50/m2 pcm. The unit price increased a little for the smaller flats. For example the landlord's proposed settlement figure of £3828.11 over the 72m2 for the Property appeared to work out at £53/m2 pcm.

19 The agent referred to the tenant's comparables as not directly relatable, being of a different nature and some distance away from the Property. They felt that the scaffold detracted very little from the enjoyment of the Property's rear deck. They explained that it was for the tenant to undertake cleaning of the Property let to them.

Law

20 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

21 From the Tribunal's own general knowledge of market rent levels in the City of Westminster and having some regard for each party's comparable materials such as they were, for a Property of this type and location, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £3850 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 found that there was the lack of complete double glazing throughout but, that this mirrored by the landlord's comparables and

others located in what was taken to be a Conservation Area, in the same terrace. However the temporary presence of the scaffold was a minor but significant intrusion into the enjoyment of this Property and it makes a small adjustment of £150 pcm to reflect this. The Tribunal therefore determines the new market rent at £3700 pcm.

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 not sought by the tenant in their application. 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 £3700 pcm is to be levied from and including the start date of the next rent period falling due, after 23 September 2026, which is 15 October 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 23 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).