	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AJ/MRA/2026/0337
Property	Flat 30 The Wilturn, Dawlish Avenue East, Perivale, London, UB6 8GT
Tenants	Senab Hassan & Reynold Welsh
Tenant's Representative	N/A
Landlord	PIC Wiltern GP Ltd Partnership in its capacity as General Partner of the PIC Wiltern Ltd Partnership
Landlord's Address	c/o 33 Margaret Street, London, W1G 0JD
Landlord's Representative	Savills
Date of Application	19 August 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr D Jagger MRICS Ms O Awotesu
Date of Decision	20 October 2026
Rent Determined	£1,497 per calendar month
Date the new rent takes effect	20 October 2026

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REASONS FOR THE DECISION

Background

1. On 11 July 2026, the Landlord's agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1497 per calendar month in place of the existing rent of £1160 per calendar month to take effect from 16 September 2026. This being an increase of £337 which equates to approximately 28%.

2. On 19 August 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 tenancy is an assured shorthold tenancy granted to the Tenants by an agreement dated 16 August 2025 for a term of 36 months at the current passing rent of £1160. A copy of the agreement was included within the bundle of evidence. The rental period is monthly, and this is now an assured periodic agreement.

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 for the Property.

7. The property is let partly furnished including Coffee table, dining Table, bed frame

Liability for Council Tax

8. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

9. None

Inspection/Hearing

10. The parties did not request a hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

11. The property is an eighth floor converted flat forming part of a large multi storey Landmark Art Deco block converted in 2025.

12. The accommodation comprises: living room/kitchen, bedroom and bathroom, The windows are double glazed; there is an electric heating system, floor coverings and white goods in the kitchen. The property has an EPC Rating of B which is above average and a stated floor area of 54m2. The Property is located in an established residential area convenient to local amenities and Perivale station.

Evidence

13. The parties provided comprehensive written statements together with helpful photographs and floor plan and inventory report. The landlord produced comparable evidence of the marketing of one bedroom flats in the block.

The Tenant.

14. The Tenant made the following comments:

    a) The block is situated adjacent the railway line which creates noise intrusion.
    b) The Gym and communal lounge remain under construction.
    c) The schedule of comparable evidence provided for similar properties in surrounding blocks confirms a rental value of £2725 per month. (range £2575-£2759 per month)

The Landlord

a) All residents have access to the same amenities and services at The Wiltern development which includes a reception, residents lounge space, gym, parcel management, communal gardens, roof terrace, on-site resident services team and community-focused services
b) The valuation methodology is based upon a review of comparable evidence for 7th and 8th floor apartments and applied the 20% Discount Market Rent discount in accordance with the Section 106 agreement. The average rent of comparables (highlighted in green in the attached comparable evidence excel) is £1,883pcm, resulting in a Discount Market Rent of £1,506.40pcm. The landlord has proposed £1,497pcm. If Apartment 818 were re-let as an On Market Rent unit, we would expect to achieve £1,915pcm. Whilst it does not have a balcony, it is larger than the comparable 7th and 8th floor On Market Rent apartments, which we consider offsets this.
c) The initial rent of apartment 818 was defined within the section 106 agreement for The Wiltern and was, as a result, significantly lower than 80% of market rent at start of the tenancy. The subsequent rent review mechanism in the s106 agreement was clearly explained and accepted at the outset of the tenancy, with the tenant made aware that the first rent review and any subsequent rent reviews could result in a substantial increase to align the rent to 80% of the prevailing market rent at the time of the relevant review

Determination and Valuation

15. 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 Tenant.

16. The Post-May 2026 Framework: Following the implementation of the Renters' Rights Act on 1 May 2026, most private tenancies in England automatically converted into or were created as assured periodic tenancies. Under this framework, the Section 13 process is now the only statutory route for a Landlord to implement a rent increase on these tenancies.

17. The Tribunal is grateful to both parties for the written statements and the comparable evidence. The evidence relied upon by the Tenant consists of a schedule of properties with no precise addresses, limited information regarding floor area date of rental agreement. It is for these reasons the Tribunal prefers the Landlord's evidence which provides a clear valuation methodology.

Determination and Valuation

18. Relying on its own expert, general knowledge of rental values in the Perivale area together with the comparable evidence provided by the parties the Tribunal considers that the market rental of the subject property in this location modernised and in good condition would be in the order of £1,497 per month. This is the rent we would expect the property to let for in the open market including having white goods and curtains provided by the landlord. The Tribunal has made no adjustments to the proposed rental figure.

Undue hardship

19. The new rent takes effect from the date of this decision unless that would cause undue hardship to the Tenants. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to 2 months beyond the date a Tribunal makes its determination.

19. The Tenant has stated that the proposed rent increase would cause undue hardship. The tenant commented the proposed increase would still represent a significant additional ongoing financial commitment. They would therefore experience financial hardship if the proposed rent increase were applied. On the basis of the evidence supplied by the tenant, the Tribunal considers that there is not sufficient evidence to show this will not cause undue hardship and accordingly sets the starting date for the new rent at 19 October 2026

Decision

20. The authority for the Tribunal to set the date when a new rent takes effect now comes from Section 14(A1) and the related determination provisions in the Renters' Rights Act 2025 (which amends the Housing Act 1988). Therefore, the new rent takes effect from the date of this decision.

21. The Tribunal determines the market rent at £1,497 per calendar month with effect from 20 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.