FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	LON/00AG/MNR/2026/0409
Property	:	Flat 4, 4 Ferncroft Avenue London NW3 7PH
Applicant	:	Veronika Simeckova (Tenant)
Representative	:	None
Respondent	:	Conrad Walker (Landlord)
Representative	:	None
Date of Application	:	27 May 2026
Type of Application	:	Determination of a Market Rent sections 13 &14 Housing Act 1988
Tribunal Members	:	N. Martindale FRICS S. King
Date of Decision	:	12 October 2026
Rent Determined	:	£2100 per calendar month
Date of new rent start	:	10 June 2026

REASONS FOR DECISION

Background

1 A landlord's notice dated 29 April 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £2200 pcm in place of the passing rent of £1500 pcm to take effect from 10 June 2026.

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2 Prior to the new rent start date the tenant referred the landlord's notice proposing a new rent to the Tribunal for determination via a completed Form MR1.

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 Kingsize bed, bedside table, chest of drawers, table. White goods carpets and curtains.

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. The parties were able to clarify their written representations at a hearing.

Property

9 There was no inspection. The Property is within a former semi-detached house (Building) built around 1900, since converted into 6 flats. The Property is a flat. (Google Streetview August 2025). There is off-road parking. There is on-street parking. The Building (including the Property) is located in an established quiet residential area in a leafy part of Hampstead, among similar older low rise houses, some since converted into flats. There are communal gardens.

10 The Building is finished to fair faced brick, with single glazed windows and doors. The Building main roof is hipped, double pitched tiled but, mostly obscured by vegetation from Streetview.

11 The Property is a first floor flat, with a bedroom, bathroom/ wc, a kitchen/ living room. The gross internal floor area appears to be a little over 40m2. There is central heating, floor finishes and white goods are assumed as provided by the landlord.

Evidence

12 The Tribunal received completed Form MR1 and Form MR3 from the tenant. The Tribunal received a Form MR2 from the landlord. The Tribunal is grateful for such information as was received from the parties on paper and at the hearing which both parties attended.

Tenant

13 The tenants considered the proposed rent too high and thought a new rent of £1500 pcm was enough. The tenant contested the value of the open space in the garden. They said it was inaccessible and/or unkempt and unusable and of no additional value. The tenant referred to some minor defects said to be outstanding including: Cracked tiling to the bathroom and kitchen, damp in corners on outside walls of some rooms, broken furniture, windows painted up and others with broken sash cords.

14 The tenant provided no supporting evidence of comparable rents sought or achieved. The tenant mentioned two dependents living at this one bedroom flat with them and that the rent increase proposed would create hardship. The tenant provided no supporting evidence of that hardship.

15 The tenant referred to links sent in to the Tribunal for properties said to be listed on available websites but, did not provide copies of the material itself. It is not the role of the Tribunal to research and assemble either parties' case documents but, to receive them as presented in the bundle: The tenants did not provide those details.

Landlord

16 The Tribunal received representations from the landlord in Form MR2. They denied a failure to repair when such were issues were properly reported to them. The garden was accessible and useable. The furniture defects had been repaired at the start of the lease. The landlord cast doubt on the tenant suffering undue hardship from the rent rise, citing an historic negotiation to sell the Property to the tenant.

17 The landlord referred to two market reports on local rents and a reference to an individual similar older 1 bedroom flat let at South Hill Park of c.40m2 for £2350 pcm.

18 Report 1 from Strattons listed one bedroom flats at 1. Platts Lane for £2100 pcm. 2. Kiddepar Avenue for £2382 pcm. 3. Heath Drive for £2145 pcm. 4. Finchley Road for £2150 pcm. They concluded that the Property should be marketed at around £2500 pcm.

19 Report 2 from Rent, included reference to one bedroom flats at 5. Lindfield Gds for £1950 pcm. 6. Thurlow Road for £2500 pcm. 7. Hllside Court for £2000 pcm. 8. Longland Road for £2400 pcm. 9. Denning Road for £2000. 10. Frognal for £2250 pcm. They concluded that the Property was worth to let, from £2000 to £2200 pcm

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.

Validity

21 The tenant challenged the validity of the notice. Some names were misspelt. The date was wrong. The tenant gave no further explanation.

22 The Tribunal found the notice to be valid. The tenant's attention had been drawn to the proposed rent increase in a timely fashion. They were easily able to respond and did so, in time.

Valuation

23 The Tribunal found that on balance there was parking available and a shared garden for the tenant.

24 From the landlord's comparables and from the Tribunal's own general knowledge of market rent levels in and around LB Camden it determines that the subject Property would let on normal Assured Periodic Tenancy (ASP) terms, for £2300 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 finishes and coverings as needed.

25 The Tribunal found that the absence of double glazing was a distinct, disadvantage and makes a deduction of £200 pcm. Otherwise it did not find any defects or other shortcomings significant enough to justify a further end allowance on that starting figure, at the Property. The new rent is therefore £2100 pcm.

Undue Hardship

26 The tenant indicated there would be hardship as a result of a rent increase: In cases of undue hardship the Tribunal has discretion to fix

a later effective start date, up to the date determination but it cannot reduce the new rent. The tenant did not offer any supporting information to show *undue* hardship from an increased rent. The Tribunal makes no adjustment to the start date.

Decision and effective start date

27 The Tribunal sets the starting date of the new rent of £2100 pcm from the landlord's notice of 10 June 2026.

28 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 12 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).