	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AK/MNR/2025/0694**
Property	**Flat 5, 22-24 Lincoln Road, Enfield, EN1 2RX**
Tenant	**Ignatius Pires and Demitra Dias**
Tenant's Representative	**N/A**
Landlord	**22-24 Lincoln Ltd**
Landlord's Address	**c/o 4th Floor Southerland house, 70-78 West Hendon Broadway, London NW9 7BT,**
Landlord's Representative	**Freshview Estates Ltd,**
Date of Application	**3 February 2025**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr D Jagger MRICS**
Date of Decision	**19 October 2026**
Rent Determined	**£1,650 per calendar month**
Date the new rent takes effect	**11 February 2025**

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REASONS FOR THE DECISION

Background

1. On 8 January 2025, the Landlord's agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1800 per calendar month in place of the existing rent of £1400 per calendar month to take effect from 11 February 2025. This being an increase of £400 which equates to approximately 28%.

2. On 3 February 2025, 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 Tenant by an agreement dated 1 April 2023 for a term of 12 months at the current passing rent of £1400. A copy of the agreement was included within the bundle of evidence. The rental period is monthly, and this is an assured periodic agreement.

4. On the 16 July 2025 the Tribunal wrote to the parties and commented "*The landlord's notice proposing a new rent may be defective, as it does not appear to take effect at the commencement of a new period of the tenancy. In practical terms, this means that the proposed new rent may not be payable from the date specified. If a party wishes to challenge the validity of a notice in the County Court, then they should send to the Tribunal evidence of the issue of a claim within 28 days from the date of this letter"* No representations were submitted by the parties.

5. During the preceding months various requests were made by the Tribunal for missing documents and signed forms.

6. On the 14 August 2026 the Tribunal prepared Directions for the matter to proceed and set a timetable for the submission of documentation and evidence.

Allocation of Repairs between Landlord and Tenant.

7. As per section 11 of the Landlord and Tenant Act 1985.

8. The Tenant is responsible for internal decoration and for some minor repairs.

Services Charges or furniture provided by Landlord

9. Service charges are not payable by the Tenant for the Property.

10. It is assumed the house is let unfurnished.

11. The rent is exclusive of any charges for utilities

Liability for Council Tax

12. 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.

13. None

Inspection/Hearing

14. 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

15. The property is a 2007 built second floor flat forming part of a three storey block with brick elevations under a pitched and tiled roof.

16. The accommodation comprises: two bedrooms, living room, kitchen, bathroom and balcony. The windows are double glazed, there is gas central heating and floor coverings The property has an EPC Rating of B which is above average and a stated floor area of 63m2.

17. The property has an allocated parking space and communal gardens. It is located in an established residential area, convenient to local amenities and Bush Hill Park railway station.

Evidence

18. The parties did not provide any written statements or comparable evidence.

Determination and Valuation

19. 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.

Determination and Valuation

20. Relying on its own expert, general knowledge of rental values in the Enfield area together with the comparable evidence provided by the parties the Tribunal considers that the market rental of the subject property modernised and in good condition would be in the order of £1,650 per month. This is the rent we would expect the property to let for in the open market including having white goods and floor coverings provided by the landlord.

21. The Tribunal has not made any adjustments to this proposed rental value.

Decision

22. The Tribunal determines the market rent at **£1,650** per calendar month with effect from 11 February 2025 being the date in the Landlord's notice.

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.