FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AU/MRA/2026/0219**
Property	**:**	**Flat 2, 25 Friend Street London EC1V 7NS**
Applicant	**:**	**Nicole Thompson (Tenant)**
Representative	**:**	**None**
Respondent	**:**	**The Masters and Keepers or Wardens and Commonality of the Mystery or Art of Brewers in the City of London as Trustees of the Dame Alice Owens Foundation (Landlord)**
Representative	**:**	**Daniel Watney LLP (Agent)**
Date of Application	**:**	**31 July 2026**
Type of Application	**:**	**Determination of a Market Rent sections 13 &14 Housing Act 1988**
Tribunal Members	**:**	**N. Martindale FRICS** **A. Onigbode**
Date of Decision	**:**	**2 November 2026**
Rent Determined	**:**	**£3450 per calendar month**
Date of new rent start	**:**	**1 December 2026**

REASONS FOR DECISION

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Background

1 A landlord's notice FORM 4A, dated 31 July 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £3450 per calendar month in replacing a passing rent of £2900 pcm, with effect from 1 August 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 and a variety of other fixed floor finishes and coverings assumed.

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 basement and ground floors with an internal staircase between levels, as part of a larger Building built c.2000 consisting of several flats. The Building is finished externally to a mix of brick wall, glazed windows and panels, the roof is flat. (Google Streetview June 2021 and July 2022). There is some 81m2 of space to the basement (living room, kitchen, shower room/ wc and store) and 51m2 to the ground floor (2 bedrooms, shower room/wc). It is large for a 2 bedroom flat. There is a small balcony outdoor. There are shared communal areas outside.

10 The Property is in an established residential road in LB Islington within a mix of largely modern flats, with older purpose built and conversions to a low rise, in surrounding streets. There is no off street parking and restricted on street parking.

11 There is assumed to be central space and water heating and double glazing throughout the Property.

Evidence

12 The Tribunal received completed Form MR1 of 31 July 2026 from the tenant, with the landlord's notice in Form 4a. Later the reply Form MR2 came from the landlord. Both documents providing some additional background to the Property and the letting. The tenant replied through Form MR3 with much of a repeat of the materials in MR1. The Tribunal is grateful for such information as was provided by one or both of the parties. There was no hearing.

Tenant

13 The tenant contested the form and/or content of the landlord's S.13 Notice as well as the new rent. The tenant felt that the rent should reduce to £2900 pcm. The S.13 notice was said to be defective because it had the wrong start date for the increase.

14 The tenants included photographs, mainly of the interior of the Property. They reported some minor items of disrepair particularly those arising from plumbing defects apparently in the ground floor. These appeared to have caused damage to the basement space, starting in the ceilings. They appeared to arise in the upper floor kitchen and/or shower room. There was a general complaint of poor ventilation to the Property. Mould to the bathroom walls and ceilings had developed. The lighting was said to be poor and may have been damaged by upper floor water leaks.

15 The tenants did not refer to any comparables.

Landlord

16 The landlord maintained that when defects at the Property were reported they were remedied quickly. The landlord's agent referred to comparables of other new build flats locally let or to let. They considered that these supported the modest increase in their notice to £3450 pcm. They reported a tenant's earlier offer of £3250 pcm which the landlord had declined.

17 The landlord provided brief details of Properties in their agent's "Best Price Guide", of nearby modern or recent conversions creating 2 bedroom, 2 bathroom flats, details are a little unclear but included: 1. St Marks Apartments City Road of 82m2, £3315 pcm to let; 2. Angel

Apartments 54m2, £3500 pcm to let; 3. St Johns St. 75m2 £3878 pcm to let; 4. 18 Friend St. 72m2 £5500 pcm to let.

Law

18 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

19 The Tribunal found the landlord's Form 4A Notice to be effective. The notice had been received by the tenant in excess of the minimum notice period of 2 calendar months, well in advance of the effective date of rent increase. The notice was clear that it was for a monthly rent and the tenant easily identified this fact in their MR1. The tenant had the contact address of the agent: This was sufficient for the purposes of a rent review, to make contact.

20 From the Tribunal's own general knowledge of market rent levels in LB Islington and having regard for the landlord's comparables, for a Property of this type and location, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £3750 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.

21 The Tribunal noted that the Property had experienced a series of minor defects plumbing and ventilation related some of which had been remedied by the landlord. The Tribunal considered these deficiencies were sufficient to reduce the rental value by £250 pcm as an end allowance from the starting figure. The Tribunal determines the new market rent at £3500 pcm. The notice was however issued at £3450 pcm, so the new rent is capped at £3450 pcm.

Undue Hardship

22 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 sought by the tenant in their application but no evidence in support was offered. No allowance is made by the Tribunal. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

23 The new rent of £3450 pcm is to be levied from and including the start date of the next rent period falling due, which is 1 December 2026.

24 **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 2 November 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).