FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AK/MRA/2026/0370**
Property	**:**	**20 Bowles Green** **Enfield Middx** **EN1 4SU**
Applicant	**:**	**Jessica Sorleti** **Francesco Demasi (Tenants)**
Representative	**:**	**None**
Respondent	**:**	**Elizabeth Gilbert (Landlord)**
Representative	**:**	**Fahri LLP (Solicitors)**
Date of Application	**:**	**24 August 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	**:**	**£1800 per calendar month**
Date of new rent start	**:**	**1 December 2026**

REASONS FOR DECISION

Background

1 A landlord's notice within Form 4a, dated 19 June 2026 under Section 13(2) Housing Act 1988 proposing a new rent of £1800 per calendar month in place of the passing rent of £1300 pcm with effect from 1 September 2026.

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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 Furniture none. Landlord's White Goods & floor coverings assumed.

Liability for Council Tax

6 Tenant (see above).

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 a mid terraced two storey house built in the 1950's, formerly owned by LB Enfield. The Property has at first floor - three bedrooms, bathroom/wc, and at ground floor – kitchen, living room and wc.

10 The road is a cul-de-sac forming part of a much larger Council housing estate in northern Enfield, near to the A10 dual carriageway. The housing around is of very similar age condition and size. (Google Streetview 2022). There is no off street parking but significant unrestricted on street parking nearby.

11 The Property is of traditional brick, fair faced external appearance in fair to good condition; a simple steep double pitched plain tiled roof over. Windows appear double glazed replacements. Gas fired, water and space heating, is assumed.

Evidence

12 The Tribunal received completed Form MR 1 from the tenant. Form MR2 from the landlord was received. The Tribunal is grateful for such information as was provided by one or both of the parties. There was no hearing.

Tenant

13 The tenants contested the form of the landlords S.13 Notice, and challenged the new rent. The rent increase was said to be retaliation for the landlord's prior failure to obtain possession at court on 2 occasions. The tenant felt the new rent should be £1500 pcm. The tenants reported a number of defects at the Property from entry but that they had remedied most at their own expense over the years from 2023. They did not refer to any lease provision requiring or enabling them to carry out works at the Property however.

14 Their works at the Property were said to include: 1. Decoration of the house inside and outside. 2. Repaired/replaced a cracked acrylic bath which would otherwise leak. 3. Fitted a new radiator to one of the rooms, 4. Fitted new window seals where they leaked to more than 1 window. 5. Fitted a fence panel in the rear garden. 6. Re-covered the finishes to several of the kitchen cupboard units where they had cracked over the years. 7. A new stair, hallway and bedroom carpet. Their tenancy had run from 1 May 2023.

15 The tenants provided a copy of their invoice that they had presented to the landlord showing a bill of some £9430 for works they had completed at the Property including some £2750 at another unrelated property. Allowance should be made for the cost, in any rent increase.

16 The tenant did not cite rents from comparable lettings or properties in the market locally.

Landlord

17 The landlord challenged the existence of some of the defects and or that the tenant had or been entitled to complete some of the alleged repairs themselves. The landlord referred to 3 opinions of rental value from local agents: 1. From Unique Estates, on 15 June 2026, at £2200 pcm. 2. From Equity Estate Agents, on 9 June 2026, asking £2200 pcm. 3. From Castles Estate Agents, on 10 June 2026, at £2200 - £2400 pcm.

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.

Validity

19 The validity of the notice was queried as a retaliation from the landlord. It is not the role of this Tribunal to assess or ascribe motivation of the landlord when serving notice. The notice of increase was valid.

Valuation

20 From the Tribunal's own general knowledge of market rent levels in LB Enfield, for a Property of this type and location, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £2200 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 carpets in the Property.

21 The issues raised by the tenant were contested by the landlord. Historic minor works undertaken without obligation are in the gift of the tenant and no account can be taken of them in assessing the rent. The Tribunal confirms the figure of £2200 pcm. However the increase is now capped at the figure in the landlord's S.13 Notice, which was £1800 pcm. The new rent is therefore £1800 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 not sought by the tenant in their application and no evidence in support was offered. No allowance is made by the Tribunal and no change to the effective date of the new rent is made.

Decision and effective start date

23 The starting date of the new rent of £1800 pcm to be levied is from the next rent date arising, after the hearing which is 1 December 2026. The new rent is payable from and including 1 December 2026 therefore. **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).