	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AG/MRA/2026/0222**
Property	**Flat B, 114 Maygrove Road, London, NW6 2ED,**
Tenant	**Brendan McKiernan**
Tenant's Representative	**None**
Landlord	**Nisha Raithatha**
Landlord's Address	**33 Trehern Close, Knowle, B93 9HA,**
Landlord's Representative	**None**
Date of Application	**2 August 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr D Jagger MRICS** **Mr K Beheshtizadeh**
Date of Decision	**30 October 2026**
Rent Determined	**£1,800 per calendar month**
Date the new rent takes effect	**30 October 2026**

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REASONS FOR THE DECISION

Background

1. On 10 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1900 per calendar month in place of the existing rent of £1750 per calendar month to take effect from 4 August 2026. This being an increase of £150 which equates to approximately 8.5%.

2. On 2 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 Tenant by an agreement which commenced on the 4 June 2025 for a term of 12 months at the current passing rent. The Tribunal were presented with a copy of the agreement. 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 was let partly furnished including two wardrobes are stated to be poor condition, Bedframe in poor condition with the slats coming apart and the joints loose. The fridge-freezer is said to be old and struggles to keep a consistent temperature. Oven with seal is coming away, 2 x bedside table, sofa, sofa throw, Rug x 2, mirror, TV unit, lamp, table + 4 chairs, book case, under counter fridge-freezer, washing machine, 4-ring hob.

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.

None

Inspection/Hearing

9. 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.

10. The Tenant requested the Tribunal to carry out an inspection of the property. In a decision dated 7 September 2026 the Tribunal determined such an inspection was not proportionate.

The Property

11. The property is a first floor converted flat which forms part of a forming part of a four storey mid terrace Victorian building with brick elevations under a pitched roof.

12. The accommodation comprises: living room, kitchen, bedroom, bathroom, balcony and lavatory. The windows are a mixture of single softwood units and replacement double glazed windows., there is a gas heating system, floor coverings. The Property is located in a mixed residential area overlooking a recreational area, convenient to local amenities and Kilburn and West Hampstead stations.

Evidence

13. The parties provided written statements together with helpful photographs and inventory report and Structural Engineers report–. The landlord produced a schedule of comparable evidence of the marketing of one bedroom flats in the area. The Tribunal commends the Mr McKiernan for the comprehensive evidence.

The Tenant.

14. The Tenant made the following comments:

    a) The flat is in poor condition.
    b) The carpets are worn and stained.
    c) The radiators are corroded
    d) The furniture is of a poor quality and damaged.

e) The internal walls have suffered structural movement with "tell tales" installed and significant cracking to plaster.
f) The timber windows are suffering from rot and require redecoration.
g) The flat suffers from noise intrusion from the Metropolitan Line.
h) The kitchen and bathroom fittings are dated.
i) The storage facilities are poor.
j) The Tenant believes the market rent should be £1675 per month.
k) The Tenant produced a schedule of 13 comparable flats (8 plus 5) . These properties were adjusted for floor area by applying a price per square foot analysis to estimate an equivalent rent for the subject property.
l) The Tenant states the average implied rent from these comparable properties is approximately £1,770 pcm. However, this average includes several properties that are either newly refurbished, have superior kitchens and bathrooms, greater storage provision, include additional amenities such as communal gardens, gyms or roof terraces, or are otherwise finished to a higher standard than the subject property. When you remove ones with private or communal gardens, this changes to £1629 pcm.
m) It is the Tribunal's opinion the valuation methodology is flawed and limited weight can be placed on it. There are no agents details, photographs, floor plans of the comparable evidence and no subjective analysis of the reasons for the average reduction from £1770 to £1629 per month. Residential rental values do not completely rely directly and proportionately with floor area. There are many factors such as specification, parking, location. and kerb appeal.

The Landlord

a) The Landlord makes the following comments in connection with the comparable schedule. The tenant does not have working website links to the comparables they suggest, meaning we cannot verify their data at all. The tenant lists comparable properties outside of the West Hampstead area such as Kilburn or NW2, these are not appropriate comparables.
b) The tenant uses an arbitrary price per square footage ratio to devalue the open market rent value of all the listed comparables, and does not take into account the condition, floor level, room layout or features of the property. This is therefore a flawed method.
c) The tenant has exaggerated how poor they say the condition is of my property.
d) The landlord's response document outlines what is considered more suitable comparable evidence in the West Hampstead area. These show an average market rent of £2006 pcm, The estate agent valuations showing a combined asking average rent of £1925 pcm.

e) The eight properties selected by the Tenant show the average advertised rent of these is approximately £1,904 pcm before the arbitrary adjustments.
f) The property is in an acceptable and tenantable condition, and importantly the property was viewed by and subsequently chosen by the tenants when they agreed to let the property in April 2025 with a starting rent of £1750 pcm.
g) The Landlord's overall assessment of market rent for the property is £1850-1900pcm. This is based upon a schedule of comparable evidence included in the bundle. Once again, no letting agent details are provided.

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 comprehensive written statements and the comparable evidence.

18. The comparable evidence relied upon by both parties consists of advertised asking rents rather than achieved rents. Asking rents are of assistance in establishing the tone of the market but they are not conclusive, since a property may in the event let at a figure above or below the rent at which it was advertised. Therefore, at best this provides a tone of values in the area.

19. Relying on its own expert, general knowledge of rental values in the West Hampstead area, the Tribunal considers that the market rental of the subject property, modernised and in good condition would be in the order of £1950 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.

32. From this level of rent, the Tribunal has made the following adjustments in relation to the following:

a) The carpets are worn and stained.
b) The radiators are corroded
c) The furniture is of a poor quality and damaged.
d) The internal walls have suffered structural movement with "tell tales" installed and significant cracking to plaster.
e) The timber windows are suffering from rot and require redecoration.
f) The kitchen and bathroom fittings are dated.

33. The Tribunal has considered very carefully this information and usings its own expertise considers that a deduction of £150 should be applied in order to take account of the above matters. It should be noted that this figure cannot be. a simple arithmetical calculation and is not based upon capital costs but is the Tribunal's estimate of the amount by which the rent would need to be reduced to attract a tenant.

The full valuation is shown below:

Starting Rent	£1,950
Less	
a) Items given under a)-f) above	£150
Market rent	**£1,800 pcm**

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 **£1,800** per calendar month with effect from 30 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.