	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AU/MNR/2026/0357**
Property	**Flat E, 6 Harecourt Road, London, N1 2LW**
Tenant	**Maria Sharapova**
Tenant's Representative	**In Person**
Landlord	**Peabody Trust**
Landlord's Address	**45 Westminster Bridge Road. London SE1 7JB**
Landlord's Representative	**In House – Rebecca Dudley**
Date of Application	**17 May 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr A Harris LLM FRICS** **Mr M Lynch**
Date of Decision	**29 October 2026**
Rent Determined	**£400.00 per week**
Date the new rent takes effect	**1 June 2026**

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REASONS FOR THE DECISION

Background

1. On 24 April, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £213.09 per week (pw) in place of the existing rent of £194.12 pw to take effect from 1 June 2026.

2. On 17 May 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 assured tenancy commenced on 28 December 2009 for a term of 6 months. Thereafter the tenancy became a statutory periodic tenancy. The rental period is weekly on Monday.

Validity of Notice

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid due to the following reasons. The tenancy began under an agreement as an assured shorthold tenancy. On 1 July 2024 the Landlord advised the tenancy had been converted to an assured tenancy on the same terms which gave greater security of tenure. The Tenant is querying whether a s13 notice is the correct procedure as the tenancy contains a rent review clause by reference to RPI plus an additional 0.5% plus £2.00.

5. In response, the Landlord has stated that they consider the notice valid. The rent review mechanism no longer applies once the tenancy becomes a statutory periodic tenancy (London and District Properties Management Ltd v Goolamy 2009] EWHC 1367 (Admin).

6. The formula has been replaced by the social rent mechanism whereby the rent increases each year by the rise in the CPI plus 1%. CPI is normally lower than RPI. Peabody undertook to charge the social rent while acknowledging the tribunal must fix a market rent.

7. The tribunal considers the notice to be valid and in accordance with the Housing Act 1988 and will therefore determine a market rent.

Allocation of Repairs between Landlord and Tenant.

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

Service Charges or furniture provided by Landlord

9. The rent charged includes a service charge but the tribunal has no jurisdiction over a service charge on this application.

10. The flat is unfurnished.

Liability for Council Tax

11. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Hearing

12. A hearing was held on 29 October 2026 at 2.00 pm by video platform. The Respondent Landlord was represented but the Applicant Tenant did not appear. The Tribunal has considered this case on the basis of the oral hearing and the papers provided by the parties and its own knowledge and specialist expertise.

The Property

13. The Tribunal did not inspect.

14. The Property is a top floor flat , offering the following accommodation:

    One open-plan living room/lounge with kitchen area, one bedroom, one bathroom, hallway/storage

15. The Property is situated in Canonbury a short distance from public transport and shopping.

Evidence

16. No rental evidence was supplied by the parties.

The Tenant.

17. The Tenant challenged the service charge but this is not within our jurisdiction on this application.

The Landlord

18. The Landlord explained the nature of the tenancy and how the rent was calculated by reference to the CPI in the preceding September as a social rent. The Landlord undertook to continue to charge the social rent which will be below the market rent which the tribunal is required to set.

Determination and Valuation

19. Relying on its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject Property in its current condition is £400 pw. This is the rent we would expect the property to let for in the open market taking no account of the personal circumstances of the tenant.

Undue hardship

20. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date by up to 2 months.

21. The Tenant has asked the Tribunal to fix a later starting date in this case but has provided no evidence to support this.

22. As no evidence to support a claim has been provided the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and accordingly sets the starting date for the new rent as 1 June 2026.

Decision

23. Therefore, the Tribunal determines the market rent at £400.00 per week with effect from 1 June 2026. The tenant will pay the lower of the market rent and the social rent.

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.