	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AM/MRA/2026/0246**
Property	**69 Queen Elizabeth's Close, London, N16 0HP**
Tenants	**Duncan Gist**
Tenant's Representative	**N/A**
Landlord	**Tony Grisoni & Oona Grimes**
Landlord's Address	**c/o 242 St. Paul's Road, LONDON, N1 2LJ, U**
Landlord's Representative	**Quest Property Services**
Date of Application	**3 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	**£1,880 per calendar month**
Date the new rent takes effect	**30 October 2026**

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REASONS FOR THE DECISION

Background

1. On 28 May 2026, the Landlord's agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2100 per calendar month in place of the existing rent of £1593 per calendar month to take effect from 5 August 2026. This being an increase of £507 which equates to approximately 31%.

2. On 3 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 Tenants by an agreement which commenced on the 5 August 2023 for a term of 12 months at the current passing rent. The Tribunal were presented with a copy of the agreement. The agreement was extended for a period of 12 months at the same passing rent. 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 is let unfurnished

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 or an inspection. 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

10. The property is a second floor purpose built flat forming part of a seven storey Ex Council block with brick elevations and a flat roof built during the 1960s.

11. The accommodation comprises: living room, kitchen, two bedrooms, bathroom, balcony and lavatory. The windows are double glazed, there is a gas heating system, floor coverings. The property has an EPC Rating of C which is above average and a stated floor area of 63m2. The flat is located in a residential area overlooking Clissold Park and convenient to local amenities.

Evidence

12. The parties provided comprehensive written statements together with helpful photographs and floor plan. The parties produced comparable evidence of the marketing of 2 bedroom flats in the area

The Tenant.

13. The Tenant made the following comments:

    a) Dated panel radiators
    b) Poorly fitted and misted double glazed window units
    c) Uneven veneer flooring in the bedrooms and hallway.
    d) Severe neighbour noise issues 24/7 for as long as I have lived here.
    e) Noise issues with neighbours plumbing.
    f) Dated fittings compared to the comparable evidence.
    g) Poor estate management from the Council with over-flowing bins and rubbish.
    h) I have been continuing the tenancy with the understanding that landlord is aware of issues with this flat and for these reasons the rent should not be increased.
    i) The Tenant provided the following comparable evidence: (i) Lordship Road, Kingsbridge Lordship Road, N16 - £1800 (let since screenshot) (ii) Gaskin House, Stoke Newington Church Street N16 - £1900-let (iii) Ashdown House, Upper Clapton, Hackney, £1800 (let since) (iv) Green

Lanes, Stoke Newington, N16 - £2000-let (v) Wilberforce Road, Finsbury Park, N4 £1800-let (vi) Vartry Road, London, N15 £1900 let (vii) Vale Road, Finsbury Park £1950-let

The Landlord

a) We let many properties in the area local to the property. The proposed rent of £2100.00 per month for a spacious two double bedroom flat with a balcony overlooking Clissold Park is completely reasonable and actually lower than many similar/comparable properties in the area.
b) The tenant has described the property as having a living room, a bedroom, a "smaller study", kitchen, bathroom and toilet. The property is a spacious 2 double bedroom flat and the "smaller study" referred to is actually a comfortable double bedroom. The size of the second bedroom is 10.8 square metres and the overall floor area of the property is 66 square meters so we would like to clarify that the property is actually a spacious two double bedroom flat.
c) The letting agent and the landlord are committed to maintaining the property. Many of the issues mentioned by the tenant in the “reasons for your proposed market rent” section have not previously been raised.
d) Within the bundle are details of four comparable flats in the area (1) Mountgrove Road - £2200.00 – not as large as our flat at 59.5 square meters and no outside space – our flat has a balcony. (2) Lordship Park - £2495.00 – small undercounter fridge and basic kitchen -our flat has full height fridge freezer and large modern kitchen. (3) Lordship Park - £2500.00 - £400.00 per month higher than our proposed rent. (4) Wilberforce Road - £2650.00 - £550.00 higher than our proposed rent.

Determination and Valuation

14. 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.

15. **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.

16. The Tribunal is grateful to both parties for the written statements, the comparable evidence and five short videos.

Determination and Valuation

17. 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 Tenants.

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.

19. Relying on its own expert, general knowledge of rental values in the Stoke Newington area, the Tribunal considers that the market rental of the subject property, modernised and in good condition would be in the order of £2100 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 matters raised by the Tenant in paragraph 13.

33. The Tribunal has considered very carefully this information and usings its own expertise considers that a deduction of £220 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		£2100
Less		
a)	Items given under a)-h) above	£220

Market rent **£1,880 pcm**

Undue hardship

19. The new rent takes effect from the date of this decision unless that would cause undue hardship to the Tenants. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to 2 months beyond the date a Tribunal makes its determination.

20. The Tenant has stated that any proposed rent increase would cause undue hardship. The tenant made the following comment: *My current incomings recently do not meet the current level of rent, and have been paying largely out of my savings. My industry has pretty much collapsed in on itself since Covid, and I have been struggling to find enough alternative work. I cannot afford a £507 monthly increase in rent.*

21. On the basis of the evidence supplied by the tenant, the Tribunal considers that there is not sufficient evidence to show this will not cause undue hardship and accordingly sets the starting date for the new rent is the 30 October 2026 being the date of the Tribunal's decision.

Decision

22. 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.

23. The Tribunal determines the market rent at **£1,880** 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.