FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00BD/MRA/2026/0274**
Property	**:**	**Flat 1, Michel House, 91 Heath Road, Twickenham TW1 4DG**
Applicant	**:**	**Mohammed Ali Baydar Cansu Kayalarli (Tenants)**
Representative	**:**	**None**
Respondent	**:**	**Joseph Portfolio 2 Ltd. (Landlord)**
Representative	**:**	**Joseph Target Ltd. (Agent)**
Date of Application	**:**	**8 August 2026**
Type of Application	**:**	**Determination of a Market Rent sections 13 &14 Housing Act 1988**
Tribunal Members	**:**	**N. Martindale FRICS M. Lynch**
Date of Decision	**:**	**6 November 2026**
Rent Determined	**:**	**£1650 per calendar month**
Date of new rent start	**:**	**22 November 2026**

REASONS FOR DECISION

Background

1 A landlord's notice, dated 8 August 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £1870 per calendar month replacing a passing rent said to be of £1525 pcm, with effect from 22 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 before the start date.

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 There was no furniture or services or service charges. Landlord's provisions of White goods and floor finishes is 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. There was no hearing.

Property

9 There was no inspection. The Property consists of a first floor flat in a purpose built residential block over ground floor commercial premises (the Building), dating it appears from the 2000's. The Building is of brick with a series of rising roofs. The exterior appears to be in good condition. The Building is arranged on between 3 - 5 levels with a range of residential accommodation. There is a communal internal hallway shared with the other flats.

10 The Property appears to have a living room, bedroom, bathroom/wc and kitchen. The Building is near the centre of Twickenham. The road contains many largely purpose built blocks of flats many above commercial retail as at the Building. (Google Streetview May 2025).

Evidence

11 The Tribunal received completed Form Rents 1 of 8 August 2026, with the landlord's notice and later the tenant's MR3. Form MR2 was received from the landlord by the Tribunal. The Tribunal is grateful for

such information in the Forms with attachments as were provided by one or both of the parties.

Tenant

12 The tenant did not contest the form or content of the landlord's Notice but, did contest the new rent and felt it should be £1650 pcm. The tenant did not raise any particular disrepair or defects at the Property.

13 The tenant was concerned that the landlord was referring to asking rents but that were not actually achieved. The tenant referred to a 1 bedroom flat in the Building to let at £1550 pcm, in May 2026. The tenant referred to rents in passing achieved in the same building for £1550 pcm and another let at £1670 pcm. The tenant observed that they could obtain a general on-street parking permit for around £150pa.

Landlord

14 The landlord referred to the letting at the Property as including furniture, contrary to the tenant's description. The landlord did not offer a list of furniture included however. The letting also included a parking space per the landlord.

15 The landlord referred to lets including those at: 1. Chapman House 442ft2 let May 2026 at £1700 pcm. 2. Rander Road 451ft2 let March 2026 at £1595 pcm. Neither were said to include parking or furniture for which the landlord ascribed an additional £100 pcm for each totalling £1870 pcm.

Law

16 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

17 The tenant did not question the validity of the landlord's notice.

Valuation

18 From the Tribunal's own general knowledge of market rent levels in the London Borough of Richmond, for a Property of this type and location, ranging from constructions dating from the 1930's to 2000's, they

might be expected to rent from between £1450 to £1900 pcm; it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £1650 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.

19 The Tribunal found that there were no significant deficiencies at the Property and that no end allowance was appropriate. The Tribunal determines the new market rent at £1650 pcm.

Undue Hardship

20 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. The Tribunal cannot reduce the market rent level itself. Allowance for hardship from this increase in the rent was sought by the tenant in their application but no additional documents were provided. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

21 The new rent of £1650 pcm is to be levied from the next rent date after the date of this decision, which will be 22 November 2026.

22 **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 6 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).