FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AU/MRA/2026/0277**
Property	**:**	**43 Landseer Road** **London N19 4JU**
Applicant	**:**	**Brendon Fitzwater (Tenant)**
Representative	**:**	**None**
Respondent	**:**	**Gaelan Mourge** **Siobhan Mourge (Landlord)**
Representative	**:**	**David Andrew Estates (Agent)**
Date of Application	**:**	**10 July 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	**:**	**£1800 per calendar month**
Date of new rent start	**:**	**10 November 2026**

REASONS FOR DECISION

Background

1 A landlord's notice FORM 4A, dated 26 May 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £1900 per calendar month in replacing a passing rent of £1830 pcm, with effect from 10 August 2026.

© CROWN COPYRIGHT 2013

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 No Furniture. Landlords floor coverings and white goods 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.

Property

9 There was no inspection. The Property is the ground floor of a characterful three level Building, a mid C19th former terraced house. The Building has since been subdivided into 2 or more flats, the ground floor is the Property with its own off street entrance. Upper floor flats have their own shared entrance from the public road.

10 The Building is in an established residential street with many houses or mostly subdivided into flats dating from a similar period. (Google Streetview September 2025). There are on street parking restrictions and no off street parking at the Property. The Property extends to some 31m2 as the tenant states. The accommodation is a larger than average studio flat living room with sleeping loft, kitchen and shower room off. There is a rear garden with the flats with some timber decking.

11 The Building is of traditional brick rendered and painted at all levels in good condition, in external appearance. The main roof over is a flat or butterfly roof behind a low parapet wall. Window glass is single glazed. Gas fired central space and water heating is assumed.

Evidence

12 The Tribunal received completed Form MR1 on 8 August 2026 with the landlord notice in Form 4a. Later the reply Form MR2 came from the landlord both providing some background to the Property and the letting. The tenant provided Form MR3 challenging the comparables provided by the landlord and providing others. The Tribunal is grateful for such information as was provided by one or both of the parties. There was no hearing.

Tenant

13 The tenant did not contest the form or content of the landlord's S.13 Notice but, did contest the new rent. They felt that the rent should drop to £1550 pcm. They referred to 2 links to property details. The tenant later referred in passing in their MR3 to studio flats at Criterion Mews to let at £1200 pcm and Junction Road at £1375 pcm both within half a mile.

14 The tenant described work mainly to remedy damp issues, carried at the start of the lease, largely at his expense to the Property at the cost of around £1500, when these were a matter for the landlord to pay for alone. He had also redecorated the main room. It was unclear from the lease what if any obligation the tenant had to carry out any work.

15 The tenant challenged the 3 comparables from the landlord being: 1. One bedroom flats not studios. 2. Generally larger, by a third or so. 3. Being offered to let rather than actual lets and were by the same agent representing the landlord here. The tenant asked the Tribunal not to rely on them.

Landlord

16 The landlord disputed the tenant's account of the space. They referred the Tribunal to details of 3 one bedroom flats, 2 of which were nearly a third larger than the Property including: 1. 9 Marlborough Road N19 32m2 no balcony or open space let at £2100 pcm. 2. 52 St Johns Villas N19, 43m2, let at £2100 pcm. 3. 68a Marlborough Road N19 44m2 with shared garden use, let at £2000 pcm.

Law

17 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.

Valuation

18 The Tribunal does not follow links provided by the parties. It is for the parties to provide full details of comparables that they might want the Tribunal to do consider.

19 From the Tribunal's own general knowledge of market rent levels in LB Islington for a Property with some reference to the parties comparables it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £1800 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 in the Property.

20 The Tribunal found there were minor shortcomings at the Property but not sufficient to attract a specific end allowance. The Tribunal therefore determines the new market rent at £1800 pcm.

Undue Hardship

21 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 sought by the tenant in their application but no supporting details were provided to show "undue" hardship and thus any delay to the start date. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

22 The new rent of £1800 pcm is to be levied from and including the start date of the next rent period falling due, which is 10 November 2026.

23 **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).