	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00BB/MRA/2026/0177**
Property	**2G Skylark Apartments , 1 Portlands Place , London , E20 1 JT**
Tenant	**Ramik Sharma**
Tenant's Representative	**None**
Landlord	**Get Living London EV N06 Limited**
Landlord's Representative	**None**
Date of Application	**22nd July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**J A NAYLOR FRICS Valuer Chair** **Mr T LEPPARD MRICS Sitting as a Lay Member**
Date of Decision	**10th November 2026**
Rent Determined	**£2,249.00 per calendar month**
Date of Valuation	**9th November 2026**
Date the new rent takes effect	**23rd November 2026**

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REASONS FOR THE DECISION

Background

1. On 1st May 2026 the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,249.00 per calendar month (pcm) in place of the existing rent of £2080.00 pcm to take effect from 23rd July 2026 .

2. On 22nd July 2026 under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

3. The tenancy commenced on 23rd July 2025. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

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

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

The tenant confirms that the property was let furnished and provides details of the furniture in some detail . The Tribunal does not consider it necessary to list all items within this decision suffice it to say that it has taken this into consideration.

Liability for Council Tax

5. 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.

6. None

Hearing

7. Neither party requested an oral hearing. 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 *(and inspection)*

8. Neither party requested an inspection and none was undertaken.

9. The Property is a second-floor flat forming part of a modern high-rise development, offering the following accommodation:

   Property: Open plan lounge / kitchen / bedroom, bathroom / WC.

   Outside: Balcony and communal areas

   The Property benefits from double glazing, heating and communal facilities.

   The Property is situated in in a modern development with transport and shopping facilities accessible.

Evidence

10. The parties completed the relevant MR1 (tenant) and the MR2 (landlord) to which there was no tenants reply.

The Tenant

11. The Tenant made the following comments:

    a) The Tenant confirmed that the tenancy began on 23th July 2025 and confirmed that the property was let as a fully furnished flat. They state that their opinion is that the rent should in fact be £2130.00 per calendar month and base this on their view that flats on higher floors do not reflect the rent for the subject property as those located on upper floors let for higher rents than those on lower floors. The subject flat is located on the second floor. The tenant refers specifically to two flats the letting page of which is screen shots and in evidence; a flat at Laurel Point on the 7th floor let furnished at £2,130.00 per month and one in Stratosphere let furnished at £1,885 –and says that the subject flat is a studio on the second floor and should be worth less. They suggest that the range of rents in the block is between £2,326.00 and £2,500.00 but advise that a number of headline rent asked but fail to reflect the financial incentives that are often available.

    b) The tenant has confirmed that they require neither an inspection nor a hearing and they make no submissions on the issue of hardship.

The Landlord

12. The Landlord made the following comments:

    a) The Landlord confirmed that they required neither hearing for an inspection and on the issue of hardship as this had not been addressed by the tenant.

13. The following comparable evidence was provided by the Landlord:

    a) The landlords state that they have extensive comparable evidence and have agreed 16 lettings within the building between January 2026 and July 2026 ranging from £2,260.00 per calendar month for £2,450.00 per month averaging £2,368.00 per calendar month. They point out that there are extensive facilities including workspaces, gym, gaming room yoga space, coffee stations, 24 hour security and security and a concierge.

    b) In support of their contention, they provide a spreadsheet schedule. 4 properties are in the same block as the subject property and 12 others are in similar blocks.

Determination and Valuation

14. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.

15. Looking at the evidence and documentation provided by the parties the Tribunal is mindful of the fact that there is no dispute concerning the validity of the notice and no issue relating to disrepair. Rent is the only issue to be determined.

16. The tenant's comments and screen shots by way of evidence relating to rent and comparables are noted and the Tribunal confirms that they can understand that flats on the 2nd floor would not command the same rents as those higher up a block.

17. That said the evidence provided by the landlord is extensive and compelling. It relates to similar flats and flats that are let furnished both within the block and the locality. The Tribunal notes that not one of these comparables was let at a rent of less than £2,249.00; the asking rent for the subject flat and that four comparables are within the block in which the subject flat is located.

18. Relying on its own expertise and general knowledge of rental values in the area, and the evidence and submission provided by the Landlord and the Tenant, the Tribunal considers that the market rent of the subject Property would be in the order of £ 2,249.00 pcm. and this is the rent we would expect the property to let for in the open market at the valuation date.

Decision.

The Tribunal thus determines the new rent at the amount proposed by the Landlord £ 2249.00 per calendar month as in its opinion this is a fair open-market rent with effect from 23rd November 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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 after 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.