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|  | **FIRST - TIER TRIBUNAL**<br>**PROPERTY CHAMBER**<br>**(RESIDENTIAL PROPERTY)** |
| **Case Reference** | **LON/00BK/MNR/2026/0511** |
| **Property** | **3rd floor, 40 North Audley Street, London W1K 6WG** |
| **Tenant** | **Moushira Radwan** |
| **Landlord** | **Grosvenor West End Properties** |
| **Landlord's Address** | **70 Grosvenor Street, London W1K 3JP** |
| **Landlord's Representative** | **Trowers & Hamlins LLP** |
| **Date of Application** | **22nd June 2026** |
| **Type of Application** | **Determination of a Market Rent sections 13 & 14 of the Housing Act 1988** |
| **Tribunal Members** | **Judge Nicol**<br>**Mrs A Kelly MRICS** |
| **Date of Decision** | **10th November 2026** |
| **Rent Determined** | **£62,400 per year** |
| **Date the new rent takes effect** | **24th June 2027** |

**REASONS FOR THE DECISION**

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## Background

1. On 19th March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £134,000 per year in place of the existing rent of £44,698 per year to take effect from 24th June 2026. The Tenant says she pays £11,174.50 in advance each quarter.

2. On 22nd June 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 Tenant succeeded to the tenancy following the death on 8th June 2025 of the previous tenant, her uncle, Mr AK Radwan. At that point it became an assured tenancy. Previously a fair rent had been determined as an annual rent.

## Allocation of Repairs between Landlord and Tenant.

4. As per sections 9A to 11 of the Landlord and Tenant Act 1985. The Landlord claims that the previous tenant, Mr Radwan, had been responsible for internal repairing obligations although the Tribunal does not understand how that would have been possible in the light of section 11 of the Landlord and Tenant Act 1985 and its predecessor, section 32 of the Housing Act 1961, and the provisions against contracting out.

## 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. A hearing was held on 10th November 2026 at 1 pm by video, attended by the Tenant and by Ms Hannah Forkan and Ms Natasha Morris-Syverpsen on behalf of the Landlord. The Tribunal has considered this case on the basis of an inspection, the hearing, the papers provided by the parties and its own knowledge and specialist expertise.

## The Property

8. The Tribunal carried out an inspection of the Property on the morning of 10th November 2026 in the presence of the Tenant and Ms Forkan from the Landlord.

9. The Property is a large flat, offering the following accommodation: 3 bedrooms, two reception rooms, a library, a kitchen, two bathrooms, a separate WC and storage cupboards. The Tenant asserted that there were only two bedrooms and that is the way the rooms are currently used but the Tribunal is satisfied that

there are three living rooms that may be used as bedrooms and that is what is relevant for the purposes of valuation. The windows are single-glazed, some being sash type and others being metal-framed, and all of them are in poor condition to different extents.

10. The previous tenant installed the current fittings for the kitchen and the bathrooms. Unfortunately, the property has been neglected since that time.

11. There is a communal heating system but the radiators are not in every room and the one in the bedroom is severely undersized. Many of the rooms have fireplaces but none of them are working. The Tenant has placed heaters in various places but the rooms are large and have high ceilings so they are difficult to heat.

12. There has been penetrating damp in several places. This has been particularly severe in the main bedroom, where a hole in the ceiling is covered by a large amount of cardboard. There is also a hole in the ceiling of one of the bathrooms. Mould is apparent in various places, including where paper is peeling away from the ceiling in one of the bedrooms.

**Evidence**

13. Both the Tenant and the Landlord provided written submissions.

*The Tenant*

14. The Tenant complained about the condition of the property, in particular:

    a) Five rooms do not have ceiling lights.
    b) Water pipes are leaking, causing damage to the wall.
    c) The windows do not open or shut safely, creating security and waterproofing concerns, partly due to external painting over the frames
    d) The carpets in the flat have been damaged from leaks.
    e) The ceilings are all damaged from various leaks.
    f) There is mould on the walls due to repeated water penetration which has caused some ill health for the Tenant.
    g) There has been a lack of cyclical maintenance over the years but recent works have caused substantial damage to ceilings, walls, floors, bathroom fittings, decorations, and furnishings while further intrusive works have been proposed.
    h) The Landlord provided dehumidifiers but they have increased the Tenant's electricity bills.

15. The Tenant asserted that all toilets, basins, showers, mixers, and taps were installed by her predecessor in title. She also claims all fixtures, fittings, furniture, and appliances are owned by her, save that there is a communal heating system. She pays all utility bills.

16. In terms of rental evidence, the Tenant provided a link to estate agent's details for a two-bedroom apartment in superior condition advertised from April 2027 at £14,988 per quarter.

*The Landlord*

17. The Landlord stated in written submissions that, based upon the LonRes data, the Landlord calculated the proposed rent in the Property's current condition using a desk top valuation of £58 per square foot (£PSF). Using the square footage of Flat 4 at 40 North Audley Street (2,306psf), which is on the floor above the Property and the Landlord believe has a similar footprint, this equates to the proposed rent of £134,000 per annum.

18. The Landlord also provided a list of supposed comparable properties but for most of them the rental information was out of date and several were properties of significantly different size. A property at 8 Audley House was of a similar size and achieved a rent of £14,517 per month on 18th February 2026. However, it benefited from a daytime porter and air conditioning.

**Determination and Valuation**

19. The Tribunal did not find the Landlord's rental valuation assessment helpful. Using price per square footage is not a meaningful method for residential properties. In reality, the property in its current condition would be very difficult, if not impossible, to let.

20. Relying on its own expert, general knowledge of rental values in the area, and the the Landlord's comparable referred to above, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £13,000 pcm.

21. However, the subject Property is not remotely in lettable condition and substantial adjustments have to be made relative to the comparable property in order to determine the market rent:
    a) The current kitchen and bathrooms were installed by the previous tenant. Therefore, they must be ignored as tenant's improvements in accordance with section 14(2)(b) of the Housing Act 1988. Any comparable property would have a modernised kitchen and bathroom and therefore a deduction must be made to take account of the lack of modernisation.
    b) Comparable properties would also be provided with curtains, carpets, and white goods but again that is not the case here, where the Tenant has provided them all. Therefore again, a deduction must be made to take account of this difference.
    c) The Property is lacking in provision which would be expected in any comparable property. This includes the missing lighting and the lack of fully adequate provision for heating.
    d) The Property is currently in a very poor condition. There is extensive disrepair, the decorative standard is extremely poor because it is not possible to decorate while the property is in its current state and the Tribunal is satisfied there are Category 1 hazards under the Housing Health and Safety Rating System in relation to Excess Cold and Damp & Mould.

22. The Landlord's representatives understood, on legal advice, that the current condition of the Property should be ignored when valuing the market rent. This appears to be a misunderstanding of the provision in section 14(2)(c) of the

Housing Act 1988, which requires the Tribunal to disregard any reduction in the value of the dwelling house attributable to a failure by the tenant to comply with any terms of the tenancy. Since the Landlord was under the impression that the previous tenant carried the internal repairing responsibilities, any internal disrepair would arguably be attributable to his failure to comply with the terms of his tenancy. However, the Tribunal is unable to see how, as a matter of law, the previous tenant would have been so responsible in the light of the relevant statutory provisions referred to above. Further, as a matter of fact, the Tribunal is unable to see how the current condition of the property is in any way attributable to any failure by either the previous or the current tenant to comply with any terms of their tenancy. Not only is there no evidence of such failures but the Landlords' representatives did not submit that there were any.

23. The Tribunal is satisfied that a deduction of 60% should be made in order to reflect the cumulative effect of the matters referred to above, reducing the market rent to £5,200 pcm, or £62,400 per year.

**Undue hardship**

24. The new rent takes effect from the next rental period unless that would cause undue hardship to the Tenant. In cases of undue hardship, the Tribunal has a discretion to fix a starting date up to two months later.

25. The Tenant asserted that the proposed increase would impose a substantial financial burden and seriously affect her ability to remain in what has been a family home since 1972. However, she did not provide any evidence of the financial effect on her and so the Tribunal is not satisfied that there would be any undue hardship.

**Decision**

26. Although the Tenant pays the rent on a quarterly basis, this is simply the method of paying an annual rent. Under the Section 13 notice the new rent would have started from 24 June 2026. Since that date has now passed, the next date when rent is due is 24th June 2027.

27. Therefore, the Tribunal determines the market rent at £62,400 per year with effect from 24th June 2027.

## 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.