FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	LON/00AW/MRA/2026/0287
Property	:	Room 5, Flat 11, Kenbrook House 284 Kensington High St. London W14 8NY
Applicant	:	Sonia Ben Salah (Tenant)
Representative	:	None
Respondent	:	Meisam Khanian (Landlord)
Representative	:	Teemis Ltd. (Agent)
Date of Application	:	11 August 2026
Type of Application	:	Determination of a Market Rent sections 13 &14 Housing Act 1988
Tribunal Members	:	N. Martindale FRICS A. Onigbode
Date of Decision	:	10 November 2026
Rent Determined	:	£1000 per calendar month
Date of new rent start	:	27 November 2026

REASONS FOR DECISION

Background

1 A landlord's notice, dated 27 July 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £1200 per calendar month replacing a passing rent of £950 pcm, with effect from 27 October 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, Furniture provided and costs.

5 There was no furniture in the Property. The furniture in shared areas of the flat is unlisted and its unclear who provided it. All services were apparently included in the rent, but the actual provision of services is unclear. Landlord's provisions of basic furniture and White goods in communal areas and floor finishes is assumed.

Liability for Council Tax

6 Landlord

Other relevant terms of tenancy

7 None.

Inspection and Hearing

8 There was no inspection. The Tribunal is content that it has sufficient information on the Property, its condition and on comparables, from a combination of the written, any photographic representations received and from its own knowledge and specialist expertise.

Property

9 There was no inspection. The Property consists of a small double room within a flat No.11 within a Building, being Kenbrook House. The flat was on the 6th floor apparently some 113m2 in area. The Property, room 5, was said to be 11.2m2. The Property has use of a shared bathroom/wc and kitchen with other sharers in the flat. There are 5No. letting rooms within this flat, 3No. of these are reported let (including this one – the Property) the remaining 2No. are locked, vacant, pending re-letting.

10 The Building is on 7 levels with many flats. The external is brick faced on a concrete frame and likely flat roof over. The Building appears in fair to good condition externally. It is unclear if the ground floor space is used for commercial/ retail.

11 There is a communal internal hallway within the flat and within the Building, shared with the other flats. The Building is in an established residential area of RB Kensington and Chelsea. The road contains many similar aged mansion blocks from the 20th Century, similar to the Building, some, as here, with commercial uses on the ground floor. (Google Streetview September 2024).

Evidence

12 The Tribunal received completed Form MR1 of 11 August 2026, with two landlord's notices. The first, undated, sent by email. The second dated 27 July 2026 sent by post. 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. An MR3 was received from the tenant elaborating on details in their earlier MR1.

Tenant

13 The tenant contested a first notice as simply an undated letter, sent by email without the Form 4a, by the landlord's agent. The tenant also confirmed that a second notice had been served slightly later within a Form 4a by post. Both notices were presented to the Tribunal. The tenant objected to the Form 4a of the second notice as it contained missing or incorrect information and was not signed by the landlord.

14 The landlord was said also to have had no HMO licence for the flat in which the Property (room 5) was located, though a licence was now reportedly issued. The landlord was said to have retaliated against the tenant for their reporting of the landlord's historic failure to provide and pay for the services at the flat, or to clean communal areas, or to maintain or collect rent or be licensed.

15 The tenant mentions the lack of double glazing and the mould on bathroom ceiling and walls arising from poor ventilation and lack of a window.

16 The tenant also contested the rent and felt it should remain at £950 pcm. The tenant sent in details of various rents for rooms to let locally. These were typically at rents exclusive of bills. The rents ranged from around £900 pcm for ordinary furnished rooms without an en-suite, to those with an attached shower room from around £1200 pcm.

Landlord

17 The landlord laid the blame for past failings at the Property and at the flat with the former managing agent. In particular the failure to obtain an HMO licence and to arrange and pay for services provided to the Property and the flat. The landlord sought to re-assure that services had been restored, including cleaning of communal areas. There were no representations about furniture in or shared by tenant with others.

18 The landlord confirmed other lettings in the flat, each room larger than the Property and each including bills, furniture and council tax, at £1255 pcm for room 4 and £1200 pcm for room 3.

Law

19 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

20 The tenant questioned the validity of both notices. The first, undated was not served by post and not in Form 4a, rendering it invalid. The second served, it appeared by post about a week later, unsigned, but now dated, was still easily two months prior to the effective date. It lacked some basic information on the passing rent and the historic effective date but, did contain a clear start date and sum for the proposed rent. The landlord accepted the failure of the first notice but relied on the second as validly served. The Tribunal found the first notice invalid but, found the second was valid.

Valuation

21 The picture of the Property and of the flat and the arrangements in place for tenants was, in recent times; patchy, confused and contradictory. It was difficult for the Tribunal to form an opinion of reality at the Property and of the letting. However from the photographs and other representations provided, apparently of the Property and of the flat in general, the windows appeared to be double glazed. There was also no evidence of damp or mould in the Property or flat. The Property (room 5) did not contain an en-suite bathroom but shared the flat's main bathroom with the others.

22 From the Tribunal's own general knowledge of market rent levels in the RB Kensington and Chelsea, for a Property of this type and location, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £1100 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 this Property that meant it was furnished, with all services provided and paid for by the landlord including a Council Tax contribution.

23 The Tribunal found there was no furniture in the Property and some deficiency in the landlord's furniture and white goods in communal areas. These taken together would be sufficient to justify a end allowance here for the room (the Property) rent of £100 pcm. The Tribunal determines the new market rent at £1000 pcm.

Undue Hardship

24 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 not sought by the tenant in their application. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

25 The new rent of £1000 pcm is to be levied from the next rent date after the date of this decision, which will be 27 November 2026.

26 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, is a matter between the parties, only.

Chairman N Martindale FRICS Date 10 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).