FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AC/MRA/2026/0335**
Property	**:**	**Flat 37, Meadowlark House 3 Moorhen Drive London NW9 7DL**
Applicant	**:**	**Amir Hossein Esmaee Ibeiki (Tenants)**
Representative	**:**	**(None)**
Respondent	**:**	**Frances Blair Paul Daughter (Landlords)**
Representative	**:**	**Squires Estates Ltd (Agent)**
Date of Application	**:**	**17 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	**:**	**12 November 2026**
Rent Determined	**:**	**£2250 per calendar month**
Date of new rent start	**:**	**20 November 2026**

REASONS FOR DECISION

Background

1 A landlord's notice, dated 23 June 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £2225 per calendar month replacing a passing rent said to be of £2150 pcm by the tenant, with effect from 20 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 Furniture none. Landlord's provision of floor finishes and white goods 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 sixth floor flat in a tall (10 storey plus) large purpose built block of flats (the Building). (Google Streetview September 2024). The surrounding areas of Barnet have been substantially redeveloped for residential uses, post 2000.

10 The Building is of steel, board panel infill, mainly to fair faced brickwork and double glazed sealed window openings. The Building roof appears to be flat. The exterior appears to be in good condition from photographs supplied. There are multiple levels of accommodation in the Building and many other flats. There are communal hallways, landings, stairs and lifts.

11 The Property has a living room kitchen, 2 bedrooms, 2 bathrooms /wc, utility room, balcony and an underground car space. Floor area is reported to be 78m2.

Evidence

12 The Tribunal received completed Form MR1 of 17 August 2026, with the landlord's notice.. The tenant's Form MR3 of counter representations was received. 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.

Tenants

13 The tenants represented the following in their MR1 as their evidence to support their rental figure: *"LET AGREED - Squires Estates - 2 bed 2 bath NW9 (BEST COMPARABLE).pdf; LET AGREED - Hendon, London NW9, 2 bed flat to rent, £1,800 pcm.pdf; 2 bedroom apartment 1 Moorhen Drive, London, NW9.pdf; 2 bedroom apartment for rent in 19 Moorhen Drive, London, NW9.pdf; 2 bedroom apartment for rent in Starling Apartments, London, NW9 (REDUCED RECENTLY).pdf; 2 bedroom flat for rent in Hendon Waterside, London, NW9.pdf; 2 bedroom flat for rent in Shearwater Drive, Hendon, London, NW9.pdf; 2 bedroom flat for rent in Tern Apartments, London, NW9.pdf; squires estates - £2,150 LET AGREED.pn"*

Landlord

14 The landlord set out and addressed the tenants comparables, in some additional detail: *"Rents have increased in the greater London area by 5.6% in the last 12 months which would bring the rent to £2270.40 - the Landlords feels an increase of 3.48% is fair given the location, condition and specification of the property and we as the Agent also feel this is correct. Along with property documentation we will provide a market report giving statistics showing that whilst some properties achieve a lower rental, the fact that this property is a penthouse with a larger square footage, 33 square ft larger than the comparable the tenant provided in the same area. The report also shows that the median rent paid in the immediate area for similar properties is £2200 pcm whilst the maximum is £2340.00 pcm for comparable properties. We would argue that the higher rent for properties that are also 2 beds is down to condition, size and dependent on what floor the property is on."*

Law

15 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

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

Valuation

17 The Tribunal does not follow links. It is for the parties to present, summarise, compare, contrast and analyse details of other properties let or to let and apply that work to the Property.

18 From the Tribunal's own general knowledge of market rent levels in the London Borough of Barnet, for a Property of this type and location, being a modern purpose block, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £2250 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 particular factors at the Property for which an end allowance was justified. The Tribunal determines the new market rent at £2250 pcm. However the landlord's notice at £2225 pcm effectively the rent.

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 not sought by the tenant in their application. There were no supporting documents. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

21 The new rent is £2250 pcm (capped at £2225) is due from the next rent date after the date of this decision, which will be 20 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, is a matter between the parties, only.**

Chairman N Martindale FRICS Date 12 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).