	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AU/MRA/2026/0198**
Property	**30 Peacock Place, London, N1 1YG**
Tenant	**Jamie Goodridge, Jessica Thompson & Emma Knaggs**
Tenant's Representative	**N/A**
Landlord	**Prabhakar Raghavan & Srilatha Raghavan**
Landlord's Address	**Spaces Aurora, 71-75 Uxbridge Road, London, W5 5SL**
Landlord's Representative	**Rent London Flat**
Date of Application	**29 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Ms S Beckwith MRICS** **Ms A Onigbode**
Date of Decision	**12 November 2026**
Rent Determined	**£3,600 per calendar month**
Date of Valuation	**16 September 2026**
Date the new rent takes effect	**6 December 2026**

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REASONS FOR THE DECISION

Background

1. On 30 June 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £3,700 per calendar month (pcm) in place of the existing rent of £3,250 pcm to take effect from 16 September 2026.

2. On 29 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 6 September 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.

5. The inventory shows the Property was let with a dining table and four chairs, a sofa, three beds, bedside tables, wardrobes, plus outside table and two chairs.

Liability for Council Tax

6. 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.

7. N/A

Hearing

8. 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

9. The Tenant provided the inventory with photographs.

10. The Property is a split-level flat in a modern development, offering the following accommodation:

    Property: an open plan kitchen/living/dining room, two double bedrooms, two bathrooms and a WC. There is a further balcony space over the living room, shown on the inventory with a double bed.

    Outside: a balcony.

    The Property benefits from double glazing.

    The Property is situated in Islington in north London. Highbury and Islington mainline, underground and overground station is around a quarter of a mile to the north.

Evidence

11. The Tenant completed the MR1 application form. The Landlord did not return the MR2 reply form.

The Tenant

12. The Tenant made the following comments:

    a) They have never been able to turn on the heating or get it to work.
    b) The blinds have been broken for months. The Landlord will not buy a new remote.
    c) The boiler is non-compliant.
    d) The Landlord describes the Property as having three bedrooms, but the room on the mezzanine level is not enclosed. It has a glass balcony overlooking the kitchen/dining room and so no privacy. At best it is a study.

13. The Tenant provided the following comparables:

    a) Lough Road – two bedroom, two bathroom flat listed for £3,000 pcm.
    b) St Davids Apartments – two bedroom, two bathroom property to let for £3,100 pcm.

14. The Tenant confirmed their opinion that the market rent is £3,100 pcm.

Determination and Valuation

15. 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.

16. The room overlooking the living room is shown as a bedroom with double bed in the inventory. The Tribunal accepts that this would be less attractive than an enclosed third bedroom, but the room is large and would have value. The Tribunal expects the rental value to be higher than an equivalent two bedroom flat but lower than a three bedroom.

17. Both of the comparables provided by the Tenant appeared to be on the same road and further away from the centre of Islington. Both are on one level and smaller than the Property. The Tribunal would therefore expect the rent for the Property to be higher than these comparables.

18. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Tenant, the Tribunal considers that the market rent of the subject Property would be in the order of £3,600 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties including having white goods and furniture provided by the landlord.

19. No evidence of the problems with the blinds, boiler or other maintenance issues were provided by the Tenant. The Tribunal therefore finds no evidence of issues which would warrant an adjustment to the market rent.

Undue hardship

20. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination unless that would cause undue hardship to the tenant. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to two months after it makes its determination.

21. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because the new rent proposed represents a significant increase of 14% which is not in line with inflation.

22. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence to support their submissions. The level of rent increase is not a reason for undue hardship. Financial evidence of hardship is required. The Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.

23. The Tribunal determines the new rent amount at £3,600 per calendar month with effect from 6 December 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

Decision

24. The Tribunal determines the new rent amount at £3,600 per calendar month with effect from 6 December 2026 as this is lower than the proposed rent of £3,700 per calendar month.

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.