FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AC/MRA/2026/0066**
Property	**:**	**Flat 2, 16 Sunningfields Road Hendon London NW4 4RL**
Applicant	**:**	**Zana Altukaviciene Sigitas Altukavicius Karolis Altukavicius (Tenants)**
Representative	**:**	**None**
Respondent	**:**	**KNR 15 F2A3 Ltd. (Landlord)**
Representative	**:**	**Yaakov Marom (Agent)**
Date of Application	**:**	**2 August 2026**
Type of Application	**:**	**Determination of a Market Rent sections 13 &14 Housing Act 1988**
Tribunal Members	**:**	**N. Martindale FRICS S. Greer**
Date of Decision	**:**	**15 October 2026**
Rent Determined	**:**	**£1000 per calendar month**
Date of new rent start	**:**	**14 November 2026**

REASONS FOR DECISION

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Background

1 A landlord's notice, dated 4 June 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £1550 per calendar month replacing a passing rent of £1330 pcm, with effect from 14 July 2026.

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, completing formalities on 4 August 2026.

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 included a double bed, sofa bed, various chipboard furniture, dining table. Landlord's white goods and a variety of other fixed floor finishes and coverings were assumed provided. The rent included all mains services and utilities, including internet connection.

Liability for Council Tax

6 Tenant.

Other relevant terms of tenancy

7 Rent includes the cost of all utilities.

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.

Property

9 There was no inspection. The Property consists of part of the rear ground floor and back addition plastic sheet and timber roofed and part walled conservatory, of the former 1920's house (the Building). The Building is of brick mostly rendered and painted. The remainder of the Building consists of other small flats. The Building accommodation is all residential and appears to be on 3 levels (including converted attic space). There is a communal internal hallway shared with the other flats in the Building. The Property floor area is said to be some 43m2.

10 The Property has a main living room/ bedroom, partitioned off in part into 2 areas totalling some 28m2. Part of the Property is also a kitchen some 13m2, with an additional separate shower/wc of 2m2. Significant parts of the accommodation to the rear and side are walled and roofed in plastic sheeting roofed former conservatory, other parts under the main stairs within the Building. The Building is in an established residential area of LB Barnet. It is not located near to a transport hub or mainstream food retail. The road contains many similar aged houses as the Building, some also subdivided into flats.

11 The Building's roof is double pitched hipped double lap tiled, but a substantial part of the Property is beneath a transparent glazed roof of the former conservatory. The front elevation of the Building appears in fair to good condition, in external appearance. Window glass to other parts of the Building appear to be double glazed. There is no fixed heating in the Property. Water heating appears to be electrical. There are on street parking restrictions and 3 off street parking spaces at the Building. It is assumed that the Property does not enjoy rights to park a car. (Google Streetview September 2024).

Evidence

12 The Tribunal received completed Form MR1 of 2 August 2026, with the landlord's notice. No further Forms MR2 or MR3 were received by the Tribunal. The Tribunal is grateful for such information as was provided by one or both of the parties.

Tenant

13 The tenant did not contest the form or content of the landlord's Notice but, did contest the new rent. The tenant felt that the rent should reduce to £950 pcm.

14 The tenant referred to the lack of fixed heating in the Property substantial gaps to the double glazed windows, to the plastic sheeted roof of the 'conservatory' extending to a substantial part of the accommodation to rear and side of the Building. The carpet and timber effect flooring were both 20 years plus old. The tenant said they had to redecorate the Property some 7 years ago in default of the landlord doing so. The landlord provided the materials; the tenant, the labour.

15 The tenant provided a copy of the LB Barnet's detailed HHSRS report of 12 June 2026. It set out substantial disrepair they found at the Property. The tenant summarised the report on condition: *"This statutory inspection identifies multiple serious hazards, including Category 1 electrical risks, excess cold. There are black mould, defective windows, and structural defects. There are water leaks caused by defects in the kitchen ceiling and in the shower/toilet room. As a result, electrical wiring is frequently exposed to a damp environment. An EPC rating of F."*

16 The tenant cited further extracts and summarised the overall report's including LB Barnet's actions and the landlord's alleged inaction as follows*: "There are also significant issues with noise insulation: noise from the neighbouring property (including voices, running water from the shower, and creaking stairs) is clearly audible through the wall near the head of the bed, despite there being a gap between the buildings. In addition, noise from within the building — including footsteps and creaking stairs from the upstairs neighbour — is clearly heard. These noise transmission issues indicate a loss of structural integrity within the wall, consistent with settlement of the internal padding and progressive structural instability. Barnet Council is currently conducting a criminal investigation into the HMO licensing status of the building, as the landlord does not hold the required licence. In my view, the fair open market rent, including all utility bills, should be approximately £950 per month. The local authority has identified serious hazards at the property and has served an Improvement Notice on the landlord. The Improvement Notice requires remedial works to be started by 6 August 2026. As of the date of this application, the required works have not commenced. The proposed increase to £1,550 per month is therefore excessive…"*

17 The tenant gave some examples of the issues they experienced living at *the Property. "The design of the kitchen roof requires dangerous actions. Twice a year, my husband, who has Alzheimer's disease, is forced to climb a ladder to a higher level in order to cover the plastic roof section at the beginning of summer and remove the covering in autumn. Without this, the temperature in the kitchen reaches 35–45°C. The landlord did not respond to our request for assistance in covering the roof. This issue demonstrates a defect in the property itself, not a personal circumstance of the tenants. The lock of the plastic uPVC door leading to the courtyard jams when the temperature rises above 26°C, and the door cannot be opened. This creates a serious fire-safety risk, as it prevents evacuation through the courtyard in the event of a fire. We are forced to lubricate the lock periodically with machine oil to make the door operable. The landlord also promised to provide me with the Electrical Installation Condition Report (EICR) but has failed to do so. These issues further demonstrate the landlord's ongoing non compliance with legal obligations and the unsafe condition of the property. We cannot move to another property because our household income is low and the current rental market in Barnet and surrounding areas is unaffordable for us. My husband has Alzheimer's and requires stability and care. Both myself and my son have chronic cough symptoms likely linked to damp and mould, which makes moving without Council support extremely difficult. We are currently under a Section 21 notice and awaiting assistance from the Council under homelessness duties. Therefore, relocating independently is not possible."*

18 They did not cite any comparable properties or rents.

Landlord

19 The Tribunal did not receive any representations from the landlord or their agent.

Law

20 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

21 The tenant did not question the validity of the landlord's notice. The landlord did not question the validity of the tenants' referral of that notice to the Tribunal for a determination of the new rent. The Tribunal raised no question of its own accord on the validity either.

Valuation

22 From the Tribunal's own general knowledge of market rent levels in LB Barnet, for a Property of this type and location, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £1300 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. This also assumes that the Property was arranged as a properly converted, self contained, one bedroom flat.

23 The Tribunal noted that the Property though spacious as a large studio flat it was not actually arranged as a one bedroom flat. There were substantial shortcomings in the accommodation provided, the quality of the conversion and the state of disrepair. Taking the floor space, arrangement as a studio (not as a one bedroom flat) the poor quality of the conversion and the substantial condition shortcomings, the Tribunal determines the new market rent at £1000 pcm, with the provision and cost of all utilities services included in that figure.

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. It does not affect 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 14 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 on what is levied, is a matter between the parties, only.**

Chairman N Martindale FRICS Date 15 October 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).