	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00BJ/MRA/2026/0260**
Property	**Flat 12, 41A Queenstown Road, London, SW8 3RE**
Tenant	**Katie Maguire** **Kate Pellow** **Rebecca Maguire**
Tenant's Representative	**None**
Landlord	**Joseph Portfolio 2 Ltd**
Landlord's Address	**5 Churchill Place, 10th Floor, Canary Wharf, London, E14 5HU, UK**
Landlord's Representative	**Joseph Target Ltd (trading as Metra Living)**
Date of Application	**5 August 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**R Waterhouse FRICS** **M Lynch**
Date of Decision	**4 November 2026**
Rent Determined	**£2900 per calendar month**
Date of Valuation	**30 October 2026**

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Date the new rent takes effect	**30 November 2026**

REASONS FOR THE DECISION

Background

1. On 3 August 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £3115.00 per calendar month(pcm) in place of the existing rent of £ 2700.00 pcm to take effect from 30 October 2026.

2. On 5 August 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 30 September 2025. The rental period is monthly.

Tenancy Provisions

4. The terms of the tenancy are those that would normally be expected to be found in the range of contemporary comparables. So in the absence of contentions no adjustments are made on account of the terms of the tenancy. The Landlord's repairing obligations are those under section 11 of the Landlord and Tenant Act 1985. The Tenant is responsible for the payment of Council Tax and utilities in respect of the Property, and the rent determined is exclusive of both.

Hearing

5. 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 Tribunal did not inspect the Property.

The Property

6. The Property is a second floor 3-bedroom flat, with living room, kitchen, one bathroom and a further ensuite bathroom. There is central heating, no double glazing but an outside car space and the use of a garden shared with the other flats. Furniture was provided with the letting.

Evidence

7. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant

8. The Tenant set out the details of the property, a range of comparables and general evidence in respect of rental trends, and proposed a rent of £2781.00 pcm. The Tribunal carefully noted this evidence. The Tenant's comparable evidence filed with the MR1 was blurry and so the details of locations were not able to be read. With the MR3 the Tenant listed three further properties: Carey Gardens, SW8 (£2600.00 pcm, listed 28 August 2026); "Dimsdale Loge", SW18 (£2950.00 pcm, listed 19 August 2026); and Chale Road, SW2 (£2800.00 pcm, described as recently let). The Tenant also relied on condensation and mould around the windows, the absence of double glazing, the limited furniture provided, and furnishings and decoration which the Tenant has added.

9. The Tribunal however had specific recourse to the comparable of Flat 6 at £2866.24, which was put forward by the Landlord and also relied on by the Tenant in the MR3. The Tenant's evidence was that Flat 6 is effectively identical to the Property, save that it has a private balcony.

The Landlord

10. The Landlord presented three comparables, described as recent lettings at achieved rents (one in the same building and two external), that ranged from £2866 to £3000pcm. The Landlord adjusted these for furnishing, parking, size and time to between £3043.36 and £3227.94 pcm, and took a weighted average of £3115.49 pcm. The Tribunal carefully noted this evidence.

Determination and Valuation

11. 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.

12. For the Tenant, the comparable evidence of Flat 6 at £2866.24 was given most weight, this being in the same building and a new letting rather than a section 13 review. The former being better evidence of the actual market. The Tenant's other comparables are advertised asking rents (one is said, without supporting

evidence, to have been let). Of those listed with the MR3, two are in SW18 and SW2, and no details of floor area, condition or terms were given for any of them. The Tribunal has therefore given them little weight. The ONS figures relied on are average changes in rents across a wide area. They are not evidence of the rent at which the Property would let.

13. For the Landlord, the Tribunal alighted on the three comparables, but considering the two external lettings (Culvert Road and Henley Street) as useful context and the letting of Flat 6 in the same building being of most weight. The Tribunal gives no weight to the time adjustments of the evidence as the use of indexation is inherently unreliable (and no other source or method was given for them).

14. The Tribunal notes the subject premises was furnished. The Tenant referred to furnishings and decoration which the Tenant has added. These are the Tenant's own belongings and not improvements to the Property; they do not affect the rent. The Tenant also said that the furniture provided was limited. The Tribunal has valued the Property with the furniture which the Landlord provides and makes no further adjustment.

15. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord and the Tenant, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £3100.00 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 furniture provided by the landlord.

16. From this level of rent, the Tribunal has made adjustments in relation to the following:

    a) Slightly dated kitchen and bathroom
    b) Absence of double glazing / condensation issues

The full valuation is shown below:

Starting Rent	£3100.00	pcm
Less		
a) Items given under a) and b)	£ 200.00	pcm
Open-Market Rent	£ 2900.00	pcm

Decision

17. The Tenant stated in the application that the increase would cause hardship, because none of the three joint tenants has had a salary increase, but filed no evidence in support. The Landlord made no submissions on the point. The threshold for demonstrating undue hardship is high. In the absence of substantive supporting evidence in respect of "undue hardship", the Tribunal does not fix a later date and determines the new rent amount at £2900.00 per calendar month with effect from 30 November 2026, which is the beginning of the first new period of the tenancy on or after the date of the determination.

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.