	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00BK/MRA/2026/0158.**
Property	**192 Dibdin House, Maida Vale, London W9 1QQ.**
Tenant	**Tamara Kaniuk.**
Tenant's Representative	**None, in person.**
Landlord	**Grainger Investment No 1. LLP** **Grainger PLC.**
Landlord's Address	**Third Floor, 3 More London,** **Riverside, London SE1 2AQ.**
Landlord's Representative	**Darin Solomon.**
Date of Application	**27 July 2026.**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Ms. A. Hamilton-Farey.** **Ms. S. Greer.**
Date of Decision	**9 November**
Rent Determined	**£1,656.00 per calendar month.**
Date of Valuation	**1 November 2026.**
Date the new rent takes effect	**28 November 2026.**

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REASONS FOR THE DECISION

Background

1. On **16 July 2026** the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of **£1,752.54** per calendar month(pcm) in place of the existing rent of **£1,656.00** pcm to take effect from **1 November 2026.**

2. On **27 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 **28 November 2005.** The rental period in the tenancy agreement is **Weekly,** however it appears that the parties have accepted the tenancy to be a monthly one, and previous Tribunal decisions have set monthly rents. Although no official documentation has been provided to us to show this to be the case, we accept that the tenancy is a monthly one and set the rent on that basis.

4. Before the coming into force of the Renters' Rights Act 2025, the property was let as an Assured Periodic Tenancy. It has now become a Periodic Tenancy, but it is this Tribunal's view that the obligations of the parties under the original agreement remain in force. For example, the Tenant has an obligation to decorate the property.

Allocation of Repairs between Landlord and Tenant.

5. 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.

6. None

Liability for Council Tax

7. 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.

8. None.

Hearing

9. Neither party requested an oral hearing. The Tribunal has considered this case based on the papers provided by the parties and its own knowledge and specialist expertise.

The Property.

10. The Tribunal did not inspect the property but was provided with colour photographs of the exterior and interior of the property.

11. The Property is a second-floor flat forming part of a four-storey block, constructed in the 1930's and comprises 2 bedrooms, 2 bathrooms, living room, small balcony, kitchen and bathroom, with gas central heating and double glazing. The property was let unfurnished, and extends to some £936ft².

Evidence

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

The Tenant

13. The Tenant made the following comments:

    a) The property was a 'shell' when she first occupied in 2005. She has supplied flooring, replaced the existing kitchen units, bathroom fittings and tiling. That she had provided the white goods and carpets and curtains, and her flat suffered from condensation mould.

14. The tenant provided details of several comparable properties on which she wished to rely, including the following:

    a) Dolphin Living property £1,309.00pcm, 2 bedroomed flat.
    b) Harrow Road, W9, £2,175.00pcm, 2 bedroomed flat.
    c) Elgin Road - £2,300.00pcm, 2 bedroomed flat
    d) Elgin Road - £4,000.00pcm, 2 bedroomed flat.
    e) Dibdin House, 2 bedroomed flat £2,200.00 pcm.

15. The Tenant suggested the (e) was the most suitable comparable being in the same block, and a similar size. She also accepted that £2,200.00 pcm was the market rent for that property. However, she asserted that the market rent should be reduced by 33% to take account of the various improvements she had made, as well as the fact that her flat suffered from condensation mould and had been let to her unfurnished. We have not been provided with any evidence to suggest that this has been reported to the Landlord or the cause investigated but consider that a slight reduction in rent should be allowed, given that this problem was identified by the previous Tribunal.

16. Using her deductions she came to a rent payable of £1,430.00 pcm.

The Landlord

17. The Landlord made the following comments:

a) That the property did have a basic kitchen and bathroom when the tenant occupied, although accepted not to a modern standard.

b) They had replaced the boiler and windows, carried out repointing externally, installed a fire door set. They said that the condensation was caused by the North facing walls of the flat and it was for the tenant to ensure that heating and ventilation were kept to levels to ensure that condensation did not form.

c) They provided details of various comparables on which they wished to rely to support their rent. These included:

Falkirk House W9 – 2 bed, 1 bath - £2,400.00
Carlton Hill – 2 bed 629 ft² - £2,750.00pcm.

They said that although these were not directly comparable, they provided a useful guide to the market rent. They accepted the tenant's evidence of the flat in Dibdin House at £2,200.00pcm.

d) The Landlord the approached the valuation as if this were a market rent comparable when adjusting a Fair Rent, and deducted 10% for the lack of white goods, tenant responsibilities and provision of white goods. 5% for the bathroom and 5% for the kitchen, a total deduction of 20%, which they said represented a substantial allowance for the condition of the property and tenant obligations, and that the property otherwise remained desirable and well-proportioned two-bedroomed flat. These

deductions resulted in an adjusted market rent of **£1,760 pcm)** which was below the Landlord's proposed rent on the Notice of Increase.

Determination and Valuation

18. 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.

19. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the parties, especially the agreed comparable in the same building. the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of **£2,200.00** 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 floor coverings provided by the landlord, but in an unfurnished state.

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

    a) Tenant's decorating liability, provision of carpets, curtains and white goods - 10%
    b) Improvements to the bathroom and kitchen- 10%
    c) Condensation problems 3% -

    The full valuation is shown below:

Starting Rent			**<u>£2,200.00</u>** pcm
<u>Less</u>			
a)	Items given under a) above	£220.00	
b)	Items given under b) above	£220.00	
c)	Items given under c) above	£ 66.00	
			£ (500.00)
Open-Market Rent			**£1,700.00 pcm**

In the circumstances the Tribunal considers that the rent passing prior to the Notice of Increase will remain at £1,656.00 and effectively makes no determination of the rent under s.14(1) of the Act.

Undue hardship

21. 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.

22. The Tenant has suggested that the increase to the amount sought by the landlord would cause her undue hardship. She has provided copies of her pay slip and Universal Credit statement in support.

23. The Landlord did not respond to the Tenant's application for postponement due to hardship.

24. The threshold for demonstrating undue hardship is high. The Tenant has produced limited evidence to support her claim. On the basis of the evidence provided, the Tribunal considers that because the rent has not actually increased from that payable prior to the service of the Notice of Increase, the issue of hardship does not arise.

Decision

25. The Tribunal determines that the rent amount at **£1,656.00** per calendar month continues to be the market rent for the premises.

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.