	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AU/MRA/2026/0192.**
Property.	**45b Milner Square, London N1 1TW.**
Tenant	**Ms. Mariya Getsova.**
Tenant's Representative	**In person.**
Landlord	**Alison Verity.**
Landlord's Address	**1 The Barn, Cage End, Hatfield Broad Oak, Bishop's Stortford, CM22 7HZ.**
Landlord's Representative	**Justice Stepansky, Cluttons LLP.**
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	**Aileen Hamilton-Farey** **Ms. Sarah Greer.**
Date of Decision	**9 November 2026.**
Rent Determined	**£2,500 per calendar month.**
Date of Valuation	**9 November 2026.**
Date the new rent takes effect	**29 November 2026.**

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REASONS FOR THE DECISION

Background

1. On **14 May 2026** the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of **£2,500** per calendar month(pcm) in place of the existing rent of **£2375** pcm to take effect from **29 July 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 **29 May 2024**. 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. None.

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. None.

Hearing

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

The Property

9. The Property is described by the parties as a first floor flat, comprising one bedroom, living room, kitchen and bathroom. It has single glazing, and laminate flooring throughout. It extends to 42.36m² or 456 ft².

Evidence

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

The Tenant

11. The Tenant made the following comments:

    a) The Tenant suggested that the open market rent for the property was £2,250.00 per calendar month, a reduction on their current rent. She had produced a table comparing her flat with the current rent payable, the Landlord's proposed rent and her suggested rent. She said that the Landlord's rent was 11% more expensive than her proposed rent, and the current rent passing 5.3% more expensive.

    b) In her table she identified six comparable properties with rents ranging from £2,400 to £2,750 per calendar month, some of which had two bedrooms and two bathrooms. From these rents she had extrapolated a rent for her flat between £1,588 to £2,101 for a flat of a similar size to hers, and therefore the most comparable. It appeared from the evidence that these were asking rents.

    c) She said that the property suffered from fly-tipping in the area, and supplied photographs that showed general furniture and rubbish tipped in an area, that appeared to be adjacent to the subject property.

    d) With regard to condition, she said that the extractor in the bathroom did not work; the kitchen window was not secure and 'opened widely on its own'. She said that the EPC for the flat was poor with solid walls and a lack of insulation. She said that this did not compare with properties to let on the open market.

    e) She also said that, in theory, there was access to a shared garden, but this was overgrown and poorly maintained, and had not functioned as a shared amenity, which together with the anti-social behaviour in the area led her not to feel safe using it. In short, she did not believe that the presence of the garden added materially to the rental value of the property.

f) Having received the Landlord's comparable evidence, the Tenant said that a similar property to her own at 495ft² was being advertised at £2,201 per calendar month, and that this presented a good comparable for her own flat.

The Landlord

12. The agent made the following comments on behalf of the Landlord:

a) Using the information on an independent Rental Checker report obtained from LonRes, the average rent for similar properties in the area was between £2,498 and £2,600 per calendar month.

b) That smaller flats commanded higher rents per sq. ft.

c) That the Tenant has not used 'let agreed' rates when assessing the market rent for her property, which the Landlord had.

d) That the photographs provided by the Tenant were misleading with regard to the fly-tipping. They said that the items were away from, and did not impact on, the occupation of the property, although the tenant subsequently disputed this. In addition, the agents said that under the terms of the tenancy agreements, the residents were obliged to maintain the garden; that no submissions had been made by the Tenant in relation to her inability to use the garden or any safety concerns she might have had.

e) That no reports of disrepair had been made with respect to the window or extractor. Presumably now the agent will ensure that these matters are resolved.

f) The agents had considered the Tenant's comparable table and said that the methodology of applying a rate psf to Rightmove advertisements was not reliable. That five of the eight comparables were materially larger than the subject, and that it was a 'well-established feature of the residential lettings market that smaller flats command a higher rent per square foot than larger ones, reflecting fixed costs (kitchens, bathrooms, service connections) that do not scale with size, and that applying a larger property's psf rate to a smaller flat systematically understates the market rent.

g) That the Tenant had obtained comparables by filtering a subjective threshold of 'priced below £3,000' rather than obtaining a representative sample of comparable properties.

Landlord's Comparable Evidence:

13. Using Rental Checker obtained from LonRes, the agents provided 24 comparables of let agreed properties on which they relied, there were also five properties on the market through Rightmove which were included. They said that these were all 'filtered' for 1-bedroom, 1-bathroom flats in N1 with floor areas of between 365 and 547ft², excluding those on the ground and lower ground floors.

14. From this data they stated that with respect to the properties currently advertised, the 'low rent' was £2,201 pcm; the 'medium rent' was £2,600pcm and the 'high rent' was £2,817pcm.

15. When considering the let agreed figures, the following were achieved: 'low' £2,200; 'medium' £2,498; 'high' £2,713, all pcm.

16. The agents said that the Landlord's proposed rent was 'almost exactly' at the median of the 24 achieved lettings and comfortably within the interquartile range of £2,200 - £2,713 pcm. It was also below the average asking rent of currently marketed comparables (£2,600). They said that their evidence was from a considerably larger and more representative evidential base than the Tenant's, and demonstrated that the proposed rent reflects, 'rather than exceeds the prevailing open market rent for comparable properties'.

Determination and Valuation

17. 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.

18. We have disregarded from our valuation the presence of fly-tipped materials in the square, because this is not something that the landlord can control, and in our opinion was sufficiently removed from the flat. We also disregard the state of the garden. In our view, and according to the tenancy agreement, it is the

tenants' obligation to maintain this, and could be maintained as a useful resource for the applicant and other tenants.

19. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the parties, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £2,600 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.

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

    a) Minor disrepair (lack of ventilation, damaged kitchen window) £100.00 pcm.

    The full valuation is shown below:

Starting Rent			£2,600.00 pcm
Less			
a)	Items given under a) above	£ 100.00	
			£ 100.00
Open-Market Rent			**£2,500.00 pcm**

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 asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because she was supporting her family following a bereavement and the unexpected additional expense was not included in her financial planning for the year.

23. The Landlord responded to sympathise with the Tenant's circumstances but said that the proposed increase of 5.3% was moderate reflecting the property's

position at the median of comparable achieved rents, and that an increase of that scale did not engage the provisions of s.14(A3) of the Act.

24. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence to support their submissions. On the basis of the evidence provided, 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.

Decision

25. The Tribunal determines the new rent amount at **£2,500** per calendar month with effect from **29 November 2026** which is the beginning of the first new period of the tenancy which begins 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.