	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AW/MRA/2026/0175**
Property	**Flat 1 – 33-34 Philbeach Gardens, London, SW5 9EB**
Tenant	**Federico Sanna, Enrico Varano, Sofia Peressotti, Giovanni Maresca di Serracapriola, Martina Genta**
Tenant's Representative	**None**
Landlord	**Lavinia Continental Inc**
Landlord's Address	**C/O Allsop Letting and Management Ltd, Platform, New Station Street, Leeds, LS1 4JB**
Landlord's Representative	**Allsop Letting and Management Ltd**
Date of Application	**24 July 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	**£5000.00 per calendar month**
Date of Valuation	**2 August 2026**

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Date the new rent takes effect	**2 December 2026**

REASONS FOR THE DECISION

Background

1. On 19 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £5000.00 per calendar month(pcm) in place of the existing rent of £4500.00 pcm to take effect from 2 August 2026.

2. On 24 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 2 July 2019. The rental period is monthly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid because the cited names on the notice of increase where different from the names on the tenancy and the notice has no signature or contact details of the Landlord. The Tribunal finds that the notice is valid. It names all five tenants. Three of the names are misspelt or incomplete, but each tenant can readily be identified, the notice gives the address of the Property, and the Tenant received it and applied to the Tribunal in time. A reasonable recipient would have been in no doubt that it was addressed to the Tenant. The notice is signed and dated by the Landlord's agent, as the prescribed form allows, and gives the Landlord's name and contact address. A copy of the tenancy agreement was uploaded with the application but was not in the bundle before the Tribunal; the Tribunal did not need it to decide this point.

Tenancy provisions.

5. In the absence of the tenancy, the tribunal finds the terms, in the absence of contention are standard for contemporary tenancies from which comparables are derived. The Property is let unfurnished and no services are provided. The rent does not include Council Tax or utilities, and the rent determined is exclusive of both. The allocation of repairs is as per section 11 of the Landlord and Tenant Act 1985.

Hearing

6. Neither party requested an oral hearing, and the Tribunal did not inspect the Property. 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

7. The Property is a basement and ground floor flat comprising five bedrooms, an open-plan kitchen and reception room, bathrooms and a garden. The Tenant's floor plan shows a gross internal area of 1,853 sq ft (172.1 sq m). The Tenant notes the boiler is old and often shuts down, the carpets worn and the windows are single glazed.

Evidence

8. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply). By an order dated 24 September 2026 a Legal Officer permitted the Tenant to rely on further documents: (i) the Tenant's notice to terminate the tenancy dated 26 August 2026 ("In accordance with the terms of our tenancy agreement, we are providing two months' notice. We will vacate the property and remove all our belongings by 1st November 2026"); (ii) a notice seeking possession served on behalf of the Landlord dated 12 August 2026; (iii) and a rent reminder letter.

The Tenant

9. The Tenant has not provided any comparable evidence and proposes a rent of £4650.00 pcm.

The Landlord

10. The Landlord submitted six comparables, all five-bedroom flats within half a mile of the Property advertised on Rightmove, at asking rents ranging from £5500.00 to £6400.00 per month. Two are marked as let agreed: Kensington Hall Gardens, W14 (£5500.00) and Edith Road, W14 (£5633.00).

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. The tribunal places greatest weight on the two comparables which are let agreed. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £5750.00 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.

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

    a) Single glazing, worn carpets, and an old boiler - deduction of £750 pcm

Starting Rent	£5750.00 pcm
Less a) above	£750.00 pcm
Open-Market Rent	**£5000.00 pcm**

Decision

14. The Tenant asked the Tribunal to fix a later starting date on the ground of hardship, relying on the income of two of the five joint tenants and the 2024-25 tax return of one of them. The Landlord said that it had not been told of any change in the Tenant's circumstances. The threshold for demonstrating undue hardship is high. The evidence covers one of the five joint tenants and does not show the Tenant's overall means or outgoings. The Tribunal is not satisfied that the new rent taking effect on the date stated below would cause undue hardship and does not fix a later starting date. The Tribunal determines the new rent amount at £5000.00 pcm with effect from 2 December 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.