FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AG/MRA/2026/0276**
Property	**:**	**Flat 2, 25-27 Agincourt Road London NW3 2PB**
Applicant	**:**	**Kenneth Querns Ernest Phillips (Tenants)**
Representative	**:**	**None**
Respondent	**:**	**Laila Chittoo (Landlord)**
Representative	**:**	**R H Legal Solicitors**
Date of Application	**:**	**9 August 2026**
Type of Application	**:**	**Determination of a Market Rent sections 13 &14 Housing Act 1988**
Tribunal Members	**:**	**N. Martindale FRICS M. Lynch**
Date of Decision	**:**	**12 November 2026**
Rent Determined	**:**	**£2750 per calendar month**
Date of new rent start	**:**	**10 December 2026**

REASONS FOR DECISION

Background

1 A landlord's notice, dated 12 May 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £2750 per calendar month replacing a passing rent said to be of £2020 pcm, with effect from 10 August 2026.

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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.

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 There was no furniture (per tenant), but it was furnished (per landlord) There was no list of items. No services or service charges. Landlord's provisions of White goods and floor finishes assumed.

Liability for Council Tax

6 Tenant.

Other relevant terms of tenancy

7 None.

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. There was no hearing.

Property

9 There was no inspection. The Property consists of a ground floor flat in a purpose built residential block with flats on 4 levels (the Building), dating it appears from the 1970's. There is an un-heated 'study' within the adjacent garden/ yard next to a timber patio; both let with the flat. The front and side elevation exterior appears to be in fair to good condition, brick finished walls and a flat roof over the Building. There is a communal internal hallway shared with the other flats.

10 The Property has a living room, 2 bedrooms, 1 with a shower, a separate bathroom/wc and kitchen with a total floor area of 768ft2 (71m2). There is double glazing and gas fired central space and water heating. The Building is in Hampstead south of the Heath on a busy local 'one way' street. The Building is on a road junction with other residential buildings to side roads, mainly houses from the 1900's typically 2 to 3 floors many subdivided into flats. (Google Streetviews July 2022 & September 2025).

Evidence

11 The Tribunal received completed MR1 of 9 August 2026, with the landlord's notice and later the tenant's MR3. Form MR2 was received from the landlord by the Tribunal. The Tribunal is grateful for such information in the Forms with attachments as were provided by one or both of the parties.

Tenants

12 The tenants contested all aspects of the landlord's Form 4 notice: The content and the new rent. They referred to the tenancy becoming periodic on 1 May 2026 and that this should be considered as the start of the tenancy, rather than simply the historic 10th of the month as per the prior written tenancies since 2012.

13 The Property suffered from damp and mould growth for years. The walls were un-insulated. The shower's use in one of the bedrooms is limited.

14 *"1. South Hill Park, Gospel Oak NW3 £3,200 56* days marketed *Two bathrooms; views across Hampstead Heath; top (2nd) floor; South Hill Park Conservation Area.*

15 *2. Nassington Road £3,100 still advertised Council tax band F; fully fitted kitchen; adjoins the Heath.*

16 *3. Lawn Road, Belsize Park NW3 £3,000 39* days marketed *Top-floor period conversion; kitchen/diner with high-end appliances; fitted wardrobes; "luxurious" bathroom.*

17 *4. Mansfield Road, Hampstead Heath NW3 £2,950 47* days marketed *Split-level duplex; large private terrace; part-furnished; council tax band E.*

18 *5. Lawn Road, Belsize Park NW3 £2,850 32m2 "Stunning and exceptionally bright" — no further particulars given.*

19 *6. Cressy Road £2,750 still advertised Top floor; own private entrance; sunny open-plan reception/kitchen; ample storage; development potential.*

20 *7. Agincourt Road (Flat 4) £2,700 6* days marketed *Furnished; fully refurbished. The only entry marketed by David Astburys itself.*

21 *8. Parliament Hill, South End Green NW3 £2,700 12* days marketed *"Pristine"; Art Deco purpose-built block; modern kitchen with all appliances; fitted wardrobes to both bedrooms; EPC D.*

22 *9. Mackeson Road, Hampstead £2,600 47* days marketed *Ground-floor garden flat; open-plan living; large bathroom with bath and a separate shower.*

23 *10. Nassington Road, Hampstead NW3 £2,600 64* days marketed *Period house; high ceilings; two large doubles; kitchen with all appliances."*

Landlord

24 Contrary to the tenant's views, the letting at the Property was furnished. The water leaks raised by the tenant were repaired in 2025, the damp and mould problem removed then. The deck was rot free.

25 The landlord referred to the recent letting of first floor flat 4 offered at £2700 pcm, let quickly at £2600 pcm. An identical footprint to the Property. The landlord said the interior there was finished in a comparable manner age and condition as the Property, though the tenant disagreed with that summary with a photographic. The Property has a garden and outside studio, the first floor flat has neither.

26 The landlord referred to 3No. opinions of rental value received earlier in 2026 from local management agents: 1. Knight Frank £2700 pcm. 2. Foxtons £3250 pcm. 3. Martyn Gerrard £2750 pcm.

Law

27 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

28 The tenant questioned the validity of the landlord's notice as above. The Tribunal found that the landlords notice was valid, with the last signed tenancy and rent due date, running from the 10th of the month.

Valuation

29 From the Tribunal's own general knowledge of market rent levels in the London Borough of Camden, and from both side's comparables and representations for a Property of this type and location, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £2750 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.

30 The Tribunal found that there were no significant or particular problems at the Property for which an end allowance can be justified. The Tribunal determines the new market rent at £2750 pcm.

Undue Hardship

31 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. The Tribunal cannot reduce the market rent level itself. Allowance for hardship from this increase in the rent was sought by the tenant in their application but no additional documents were provided. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

32 The new rent of £2750 pcm is to be levied from the next rent date after the date of this decision, which will be 10 December 2026.

33 **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, is a matter between the parties, only.**

Chairman N Martindale FRICS Date 12 November 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).