	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AE/MRA/2026/0413.**
Property	**Flat 6, Cosmos Apartments, 349 High Road, Wembley, Middx. HA9 6ET.**
Tenant	**Ms. Estella Yang.** **Chung Leung.**
Tenant's Representative	**None. In person.**
Landlord	**Brent House Wembley Limited.**
Landlord's Address	**60 Welbeck Street,** **London W1G 9XB.**
Landlord's Representative	**HCGB Services Limited.**
Date of Application	**1 September 2026.**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Ms. A. Hamilton-Farey.** **Mr. M. Lynch.**
Date of Decision	**2 November 2026.**
Rent Determined	**£1,628.00 per calendar month.**
Date of Valuation	**2 November 2026.**
Date the new rent takes effect	**15 November 2026.**

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REASONS FOR THE DECISION

Background

1. On **13 July 2026**, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of **£1765.00** per calendar month(pcm) in place of the existing rent of **£1,675.00** pcm to take effect from **15 September 2026.**

2. On **1 September 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 **15 September 2025.** 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. Blinds, double bed and mattress, wardrobe, chest of drawers, carpet to bedroom, laminate flooring, washing machine, dishwasher, oven, hob, extractor, sofa, table and 4 chairs, t.v. unit, bedside cabinets.

Liability for Council Tax

6. The **tenant** are 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 determined the matter on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. Neither party requested an inspection.

10. Property is a first-floor flat forming part of a modern multi-storey development, offering the following accommodation: Bedroom, living room, kitchen and bathroom, balcony. The balcony faces a school playground.

    The Property benefits from double glazing, gas central heating with video-entry phone and gated communal access.

Evidence

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

The Tenant

12. The Tenant made the following comments:

    a) The Tenant confirmed that they had provided comparable evidence of lettings in the locality. These included a flat in
        a. Elizabeth House (adjacent to the subject block) let at £1,600 per calendar month.
        b. Uncle, Park Lane, Wembley at £1,850 pcm, but this included a resident manager, access to a gym, roof terrace, private basketball space and internet access.
        c. Wembley Central Apartments, High Road, Wembley, a smaller second-floor flat (45 m² plus small balcony), advertised at £1,680 pcm on 7 July 2026.

    b) The Tenant also asserted that the ONS results for July 2026 demonstrated an average rent in the Borough of Brent at £1,550.00 per calendar month and had the benefit of a concierge service.

    c) The Tenant complained of the noise from the school immediately adjacent to the block, together with noise nuisance and littering problems.

d) The Tenant also drew our attention of a letter of 7 October 2025 from the managers, following a Fire Risk Assessment that concluded amongst other things that the external wall system composition falls short of the existing buildings regulations, and poses an increased risk of external fire spread, resulting in remedial works required to these area'.

e) The Tenant said that in her opinion the rent for the flat taking all of these matters into consideration should be in the region of £1,550.00 to £1,600.00 per calendar month.

The Landlord

13. The Landlord made the following comments:

a) The Landlord confirmed that the proposed rental of £1,765.00 was supported by evidence. In particular they relied on rents in the following buildings:
- Poppy Apartments - £1,765.00
- The Assembly - £1,800.00* this included a 2-week rent free period.
- UNCLE - £1,870.00
- Wembley High Road £1,750.00

b) No adjustments were made in relation to the fire safety report, noise nuisance or other factors complained of by the tenant.

Determination and Valuation

14. 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.

15. 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 **£1,750** 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 the furniture and furnishing provided by the landlord.

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

    a) Building Safety Issues 5%
    b) Noise nuisance from school 1,5%
    c) Poor water pressure to shower 0.5% Total 7%.

    The full valuation is shown below:

Starting Rent			£1,750.00 pcm
Less			
a)	Items given under a) above	£87.50	
b)	Items given under b) above	£26.25	
c)	Items given under c) above	£ 8.75	£ 122.50
Open-Market Rent			**£**1,627.50 **pcm**
Rounded To:			**£1,628.00 pcm**

Decision

17. The Tribunal determines the new rent amount at **£1,628.00** per calendar month with effect from **15 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.