FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AT/MRA/2026/0268**
Property	**:**	**Flat 24 Parkview, Great West Road, Brentford TW8 9GR**
Applicant	**:**	**Naomi Tharpe-Wade (Tenant)**
Representative	**:**	**(None)**
Respondent	**:**	**Parkview (Brentford) London Ltd. (Landlord)**
Representative	**:**	**Vonder UK Ltd (Agent)**
Date of Application	**:**	**7 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	**:**	**6 November 2026 (Revised on 17 November 2026 under Rule 50)**
Rent Determined	**:**	**£1850 per calendar month**
Date of new rent start	**:**	**9 November 2026**

REASONS FOR DECISION

Background

1 A landlord's notice, dated 6 April 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £1900 per calendar month replacing a passing rent said to be of £1520 pcm by the tenant, with effect from 9 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 or services or service charges. Landlord's provisions of White goods and floor finishes is 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 'mezzanine' floor in a converted 1990's office building (the Building) now wholly changed to residential use as flats of different sizes and layouts. The Building is of steel, board panel infill and double glazed sealed window openings. The Building roof appears to be flat. The exterior appears to be in fair to good condition from photographs supplied. There are multiple levels of accommodation in the Building with communal internal hallway stairs and lift shared with the other flats.

10 The Property has a living room, kitchen, 2 bedrooms, shower room/wc. The Building is in an newly established residential area in places of former extensive business office space. The road contains many similar aged blocks of former offices, converted post 2000 into residential flats.

Evidence

11 The Tribunal received completed Form MR1 of 7 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.

Tenant

12 The tenant did not contest the form or content of the landlord's Notice but, did contest the new rent and felt it should be between £1600 and £1900 pcm. There was very little storage space in the flat. The air conditioning unit and ventilation were unreliable. The sealed nature of the building made the maintenance of this unit crucial to living conditions. Space and water heating was electrical only. Ceilings were low and oppressive owing to the mezzanine nature of the space between floor levels. The publicly available EPC assessment showed a floor area of 39m2.

13 The tenant criticised the comparables provided by the landlord as referencing more recent, better quality office conversions, many of which had 2 bathrooms and access to on site communal facilities, including gyms.

Landlord

14 The landlord referred to flats in the 'Kew Curve' with 2 bedrooms and 2 bathrooms letting at £2825 pcm and Temeraire Plaza Brentford with 2 bedrooms, 1 bathroom with balcony and parking, letting at £2600 pcm. They considered the new lets overall averaged around £2500 pcm.

15 Although the landlord appeared to list A4 pages No.53 to 70 of the bundle with further comparables, the data was entirely corrupted and the pages blank or illegible to the Tribunal.

Law

16 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

17 The tenant did not question the validity of the landlord's notice.

Valuation

18 From the Tribunal's own general knowledge of market rent levels in the London Borough of Hounslow, for a Property of this type and location, being converted former office blocks, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £1900 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.

19 The Tribunal found that the single aspect of the Property and its location over the car park and adjacent to communal facilities detracted from it and makes a small end allowance of £50 pcm from the rent to reflect these issues. The Tribunal determines the new market rent at £1850 pcm.

Undue Hardship

20 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. However they provided no supporting documents. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

21 The new rent of £1850 pcm is to be levied from the next rent date after the date of this decision, which will be 9 November 2026.

22 **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 on what is levied, is a matter between the parties, only.**

Chairman N Martindale FRICS Date 6 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).