	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AT/MRA/2026/0342**
Property	**Flat 27 Apt Parkview, Great West Road, Brentford, TW8 9GR,**
Tenants	**Shiellah Tafireyi**
Tenant's Representative	**N/A**
Landlord	**Parkview (Brentford) London Limited**
Landlord's Address	**60 Welbeck Street, London, W1G 9XB,**
Landlord's Representative	**Vonder Parkview**
Date of Application	**19 August 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr D Jagger MRICS** **Mr W Gibbs**
Date of Decision	**11 November 2026**
Rent Determined	**£1,900 per calendar month**
Date the new rent takes effect	**11 November 2026**

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REASONS FOR THE DECISION

Background

1. On 12 June 2026, the Landlord's agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,345 per month in place of the existing rent of £1,580 per month to take effect from 3 September 2026. This being an increase of £765 which equates to approximately 48%.

2. On 19 August 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.

3. The tenancy is an assured shorthold tenancy granted to the Tenants by an agreement dated 3 August 2021 for a term of 12 months at a rent of £1,470.95 per month. A copy of the agreement was included within the bundle of evidence. The rental period is monthly, and this is now an assured periodic agreement.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

5. The Tenant is responsible for internal decoration and for some minor repairs.

Services Charges or furniture provided by Landlord

6. Service charges are not payable by the Tenant for the Property.

7. The property is let unfurnished

Liability for Council Tax

8. 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

No

Inspection/Hearing

9. The parties did not request a hearing. 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

10. The property is a first floor purpose built flat forming part of a multi storey block built around 2021.

11. The accommodation comprises: living room/kitchen, bedroom and bathroom, The windows are double glazed; there is an electric heating system, floor coverings and white goods in the kitchen. The property has an EPC Rating of C which is above average and a stated floor area of 39m2 which is considered very small for two bedroom accommodation. The Property is located in a mixed residential and commercial area adjacent the Chiswick flyover, convenient to local amenities and Kew Bridge station.

Evidence

12. The parties provided comprehensive written statements together with helpful photographs and floor plan, inventory report. Both parties produced comparable evidence of the marketing of two bedroom flats in the block and surrounding area.

The Tenant.

13. The Tenant made the following comments:

    a) There is an addition charge for a parking space at £75 per month.
    b) Considering the size of the bedrooms, I believe the highest rent that is fair is in the range of £1610 per month.

The Landlord

    a) The Landlord did not provide a written statement.

Determination and Valuation

14. Section 14 of the Housing Act 1988 requires the Tribunal to determine the rent at which it considers the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy, on the terms of the subject tenancy other than as to rent, and disregarding the matters set out in section 14(2). Those disregards include any effect on the rent attributable to the

fact that the Tenants are sitting tenants, and any increase in value attributable to a relevant improvement carried out by the Tenant.

15. **The Post-May 2026 Framework:** Following the implementation of the Renters' Rights Act on **1 May 2026**, most private tenancies in England automatically converted into or were created as assured periodic tenancies. Under this framework, the Section 13 process is now the only statutory route for a Landlord to implement a rent increase on these tenancies.

16. The Tribunal is grateful to the Tenant for her written statement in the application.

Determination and Valuation

17. Relying on its own expert, general knowledge of rental values in the Chiswick area together with the comparable evidence provided by the parties the Tribunal considers that the market rental of the subject property in this location modernised and in good condition would be in the order of £1,900 per month. This is the rent we would expect the property to let for in the open market including having white goods and floor coverings provided by the landlord. The Tribunal has made no adjustments to the proposed rental figure.

18. Based upon the photographic evidence provided by the Tenant together with the stated floor area of 39m2 in the EPC. The Tribunal is of the opinion this is an extremely small two bedroom flat and this rental determination is set accordingly.

Undue hardship

19. The new rent takes effect from the date of the Tribunal's decision 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 from the date of this decision.

20. The tenant has stated that the proposed rent increase would cause undue hardship. The tenant has a low income and is reliant on Housing Benefit which may not cover future outgoings and a rent increase. The Tenant is a single mother, and her son has health issues. She receives a carers allowance. On the basis of the evidence supplied by the Tenant, the Tribunal considers that there is not sufficient evidence to show this will cause undue hardship particularly as the date of this decision is some 9 weeks beyond the date stated in the Landlord's notice. Accordingly, the Tribunal sets the starting date for the new rent as 11 November 2026.

Decision

21. The authority for the Tribunal to set the date when a new rent takes effect now comes from **Section 14(A1)** and the related determination provisions in the Renters' Rights Act 2025 (which amends the Housing Act 1988). Therefore, the new rent takes effect from the date of this decision.

22. The Tribunal determines the market rent at **£1,900** per calendar month with effect from 11 November 2026 being the date of the Tribunal's decision.

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 of 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.