	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00BK/MRA/2026/0193**
Property	**Second Floor Front Right Room (4), 6d Marylands Road, Maida Vale, London, W9 2DZ**
Tenant	**Silvia Tripinioti**
Tenant's Representative	**In Person**
Landlord	**Home UK (New) Ltd**
Landlord's Address	**PO Box 1145, Cardiff, CF11 1WZ**
Landlord's Representative	**The Rent Guru**
Date of Application	**27 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr A Harris LLM FRICS** **Ms S Allen**
Date of Decision	**17 November 2026**
Rent Determined	**£850 per calendar month**
Date of Valuation	**13 August 2026**
Date the new rent takes effect	**13 December 2026**

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REASONS FOR THE DECISION

Background

1. On 26 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £995.00 per calendar month(pcm) in place of the existing rent of £895.00 pcm to take effect from 13 August 2026.

2. On 27 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 11 September 2024. The rental period is monthly on the 13th of the month.

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 as the notice states the rent will increase from the 13th of the month whereas the term in the initial agreement began on the 11th. The form does not identify which charges are included in the rent.

5. No representations have been received from the Landlord.

6. The tribunal considers that the application is valid under section 4A of the Housing Act 1988 as the terms of the fixed term tenancy of no effect and the tenancy has effect is a periodic tenancy under which the periods of the tenancy are the same as the rent periods. The rent is payable from the 13th of the month.

Allocation of Repairs between Landlord and Tenant.

7. 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.

8. The tenancy includes furniture and utilities but the amount is not specified.

Liability for Council Tax

9. The Landlord is responsible for the payment of Council Tax in respect of the Property. The rent determined is inclusive of Council Tax.

Hearing

10. Neither party requested an oral 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

11. The Property is a 2nd floor room in a shared flat:

    The Property is situated in Maida Vale close to public transport and shopping facilities.

Evidence

12. The tenant completed the relevant MR1. There was no reply from the landlord.

The Tenant

13. The Tenant made the following comments:

    a) The Tenant supplied a copy of an outstanding improvement notice served by the City of Westminster indicating severe deficiencies in precautions.

14. The Tenant provided correspondence to show that rent increase notices served on other tenants have been withdrawn and that proposed rent is £150 above other tenants.

The Landlord

15. The Landlord supplied no evidence.

Determination and Valuation

16. 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.

17. The tenant has applied for hardship on the grounds that she is a PhD student supported entirely by her parents and has no separate income. As the rent has not increased as a result of this determination the tribunal makes no order deferring the date of any rent change.

18. Relying on its own expertise and general knowledge of rental values in the area, and the evidence provided by the Tenant, the Tribunal considers that the market rent of the subject in its current condition is £850.00 pcm. This is the rent we would expect the property to let for in the open market at the valuation date.

Decision

19. The Tribunal determines the new rent amount at **£850.00** per calendar month with effect from 13 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.