	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00BK/MRA/2026/0183**
Property	**Flat 26 Weatherbury, 90 Talbot Road, London, England, W2 5LF**
Tenant	**Nikolaos Pavlidis**
Tenant's Representative	**In Person**
Landlord	**Mr Anton Rajanayagam**
Landlord's Address	**3 Rowan Gardens, Croydon, CR0 5QP**
Landlord's Representative	**In Person**
Date of Application	**24 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	**£1800 per calendar month**
Date of Valuation	**1 August 2026**
Date the new rent takes effect	**1 January 2027**

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REASONS FOR THE DECISION

Background

1. On 9 May 2026 the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2500.00 per calendar month(pcm) in place of the existing rent of £ 1450.00 pcm to take effect from 1 August 2026.

2. On 24 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 1 April 2012. The rental period is monthly.

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. The tenancy agreement from 20 April 2015 set out the rent was payable on the 20th of the month. The landlord's proposed start date of 1 August 2026 does not align with this.

5. In response, the Landlord has stated that they consider the notice valid because the original tenancy start date was 1 April 2012 and the 2015 tenancy agreement was never enforced. The Landlord states that Westminster Council paid the rent by way of housing benefit from 5 March 2018 until 1 February 2025, since when the Tenant has paid the rent of £1450 per month himself.

6. Having considered the evidence the tribunal prefers the position of the landlord and determines that the notice is valid. The 2012 tenancy agreement is in evidence but the 2015 agreement is not.

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

8. None

Liability for Council Tax

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

Hearing

10. Neither party requested an oral hearing. The Tribunal has considered this case on the basis the papers provided by the parties and its own knowledge and specialist expertise.

The Property

11. The Tribunal did not inspect.

12. The Property is a first floor flat in a purpose-built block offering the following accommodation:

    Property: bedroom, living room, bathroom and kitchen

    The Property benefits from central heating and double glazing

    The Property is situated in Notting Hill close to public transport and shopping facilities.

Evidence

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

The Tenant

14. The Tenant made the following comments:

    a) The Tenant stated that the landlord had carried out no repairs to the property and the flat had been entirely refurbished at his expense including a new kitchen and bathroom and laying new flooring. The work was carried out by the tenant and not paid for by the landlord.

15. The Tenant did not provide comparable rental evidence.

The Landlord

16. The Landlord made the following comments:

    a) The Landlord stated that the rent included central heating and hot water. In 2014 the tenant installed a built-in wardrobe and painted the flat without his approval. The landlord says he allowed a rent holiday of 4 months totalling £4600. In 2015 the tenant requested improvement to the bathroom which the landlord approved and paid £1045.65 for material and labour.
    b) The flat was fire damaged in 2020 when the landlord discovered the kitchen had been refitted without approval. The landlord says he paid for a new kitchen which the tenant disputes as this was paid for by insurance following the fire.

17. The Landlord did not provide comparable rental evidence.

Determination and Valuation

18. 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.

19. Relying on its own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £ 2000.00 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 condition the market would expect.

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

    a) Modernisation carried out by the tenant and the assumed condition of the property disregarding those improvements

The full valuation is shown below:

		PCM
AST Market rent		£ 2,000.00
less condition/terms	10.0%	-£ 200.00
Open Market rent		**£ 1,800.00**

Decision

Undue hardship

21. The new rent of £1800.00 takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 after it makes its determination.

22. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because they are on universal credit and have a limited income.

23. In response, the Landlord stated that if the Tenant would suffer hardship he should seek help from the council or find a property in an area that is affordable to him. The Landlord stated that the council ceased paying housing benefit on 1 February 2025 and that the Tenant has paid the rent of £1450 per month since that date.

24. As a result of our decision the rent will increase by £350.00 per month. On the basis of the evidence supplied by the Tenant and the comments made by the Landlord, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would cause undue hardship and accordingly sets the starting date for the new rent as 1 January 2027.

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.