FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AP/MRA/2026/0381**
Property	**:**	**Flat 31a Hillfield Park Muswell Hill London N10 3QT**
Applicant	**:**	**Jason Broderick Kathryn Richardson (Tenants)**
Representative	**:**	**(None)**
Respondent	**:**	**Orantez Trading Ltd (Landlord)**
Representative	**:**	**David Astburys Ltd. (Agent)**
Date of Application	**:**	**22 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	**:**	**18 November 2026**
Rent Determined	**:**	**£2300 per calendar month**
Date of new rent start	**:**	**27 November 2026**

REASONS FOR DECISION

Background

1 A landlord's notice, dated 22 July 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £2460 per calendar month replacing a passing rent said to be of £2390 pcm by the tenant, with effect from 27 September 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 Furniture – none. Landlord's provision of floor finishes in tile, laminate and carpet. Usual white goods 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 oral hearing. Bundle: 224No. A4 pages.

Property

9 There was no inspection. The Property consists of a first floor flat in a converted former 1900 built mid-terraced house (the Building), on 4 levels, basement, ground, first and second (attic). The Property is on the ground level. The Building is fair faced brick with a slate roof. The front elevation appears to be in fair to good condition. The road is an established residential road with mostly very similar houses in pairs or terraces, many since sub-divided. There is no off street parking and restricted on street parking. (Google Streetview September 2024).

10 The Property accommodation is 2 bedrooms, living room, kitchen, bathroom WC. The tenancy includes the rear garden of 37m2. The floor area appears to be 80m2.

Evidence

11 The Tribunal received completed Form MR1 of 22 August 2026, with the landlord's notice. The tenant's Form MR3 of counter

representations was received. Form MR2 was received from the landlord. 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 £2204 pcm per MR1.

13 The tenant listed details, at 14 April 2026, of some 43No. flats in and around Muswell Hill. The rents ranged from £1650 to £3250 pcm. Some were asking prices, some achieved. About half were one bedroom flats, the remainder 2 bedroom. About half had outdoor space with the flat. The mean average rent they calculated as £2733 pcm.

14 They provided more details on 2 bedroom flats mostly conversions of former 1900's houses. These included: 1. Woodland Rise £2383 pcm, 2 bed, 67m2 no garden. 2. Tetherdown £2037 pcm, 2 bed, no garden. 3. Marwood Square £3495 pcm, 2 bed, 2 bathrooms 79m2, no garden. 4. Pages Hill £2000 pcm, 2 bed, garden. 5. Fortis Green Road £2,400 pcm, 2 bed, garden. 5. Coniston Road £2100 pcm, 2 bed, no garden. 6. Muswell Hill Broadway £2400 pcm, 2 bed, 2 bathrooms, no garden. 7. Church Crescent £2200 pcm, 2 bed, no garden.

15 The tenants also listed another half dozen 1 bedroom flats which they found relevant and referenced a further 30No. flats which they had discounted owing to data limitations.

16 The tenant had completed some £4000 improvements to the garden, with the landlord's permission. Windows were generally timber framed, single glazed. The EPC is at D for the Property. There is no window in the bathroom. The second bedroom is below a standard size and awkwardly shaped. The kitchen is small and narrow. These deficiencies with the tenants garden works, taken together, should attract a rent discount. The tenant concludes that a new rent of £2204 would be fair when their calculated discount is applied to the mean average figure for 2 bedroom flats let and to let locally, of £2733 pcm.

Landlord

17 The landlord said that the EPC listed works were recommendations not requirements. There is no minimum size for a bedroom in a self contained flat. Garden improvements were allowed by the landlord but the works were for the tenant's enjoyment and personal taste only, they added nothing to the letting value.

18 The landlord explained that their David Astbury's 'Best Price' report pointed to a new rent of £2500 pcm but, that they had discounted it a little down to £2460 pcm. The landlord referred to other 2 bedroom properties including: 1. Woodland Rise at 85m2 slightly larger, let £2500, 2 small balconies rather than a garden. 2. Princes Avenue at

88m2 larger still at £2500 pcm but no balconies or garden. 3. Fortis Green Road 69m2 at £2400 pcm, much smaller and no garden space. 4. Hillfield Park Mews 71m2 at £2400 pcm no garden. 5. Alexandra Gardens 64m2 much smaller, at £2400 pcm with garden. The landlord did not reference 1 bedroom flats because the Property is a 2 bedroom flat.

Law

19 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

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

Valuation

21 From the Tribunal's own general knowledge of market rent levels in the London Borough of Haringey and from the long schedules of comparables referenced by both parties, for a Property of this type and location, being a conversion of a 1900's house, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £2500 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.

22 The Tribunal found that the small nature of the second bedroom and the tenants garden improvements, justified an end allowance of £200 pcm. The Tribunal determines the new market rent at £2300 pcm.

Undue Hardship

23 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 not sought by the tenant in their application. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

24 The new rent of £2300 pcm is to be levied from the next rent date after the date of this decision, which will be 27 November 2026.

25 **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, is a matter between the parties, only.**

Chairman N Martindale FRICS Date 18 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).