



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **LON/00AE/MNR/2023/0453**

Hearing Type : **Face to Face**

Property : **1 Wembley Way, London, HA9 6JJ**

Applicant : **Felicia Roman & Murad Ali (Tenant)**

Representative : **Mr Brajta of Camden Community Law Centre**

Respondent : **Mr Rehan Sheikh (Landlord)**

Representative : **In person**

Date of Objection : **17 October 2023**

Type of Application : **Referral in Respect of Market Rent Under Section 13 of the Housing Act 1988**

Tribunal Members : **J. A. Naylor FRICS FIRPM
Valuer Chairman**

Mr O Miller

Date of Hearing : **13 December 2024**

Date of Inspection : **13 December 2024**

Date of Full Reasons : **28th January 2025**

**STATEMENT OF FULL REASONS ON AN APPLICATION FOR
DETERMINATION OF A MARKET RENT UNDER S. 13 AND 14 OF THE
HOUSING ACT 1988**

REASONS

Background

1. On 18 September 2023 the landlord served a Notice under Section 13(2) of the Housing Act 1988 proposing an increase in the rent of the above property from the passing rent of £1,800.00 per month to £2,000.00 per month from 1st November 2023.
2. On 16 October 2023 the tenant made an application to the Tribunal for the determination of a market rent.
3. The original tenancy was believed to have begun 5 September 2020.
4. The tenant occupies the property by way of an Assured Periodic Tenancy.
5. By way of a letter dated 30 January 2024, the Tribunal issued directions. These required the landlord to provide details of evidence on which they wished to rely by way of reply by 20 February 2024. The tenant was directed to do the same by 5 March 2024 and the landlord was given until 12 March 2024 for his response thereto.
6. On 23 July 2024 the Tribunal wrote to the parties confirming details for a hearing date and inspection to take place on 13 December 2024.
7. Both parties took the opportunity to make submissions.
8. In consideration of the Market rental value of the subject property, the Tribunal has taken into consideration all documentation before it, including various letters and the any reply forms returned by the parties.
9. In the tenant's application, the tenant stated that the property was originally advertised as a 2 bedroom flat but was, in fact, only 1 bedroom but does have a private garden. He confirmed that the inventory comprised only 3 wardrobes, 2 sofas and a bedside table and says that they have bought additional furniture and the curtains to the property and paid for some electrics to be fixed in the living room. The tenant states that the property is in generally poor state of repair.
10. The tenant did not submit a completed Reply form.
11. The tenant was, however, represented by Mr M Brajta who did submit a skeleton argument, but this was not in front of the Tribunal before the hearing date.

12. By way of various emails, the landlord made numerous representations including photographs, phone screenshots and various witness statements.
13. By way of an email dated 20 February 2024 the landlord stated that the tenants do not pay for gas, water, electricity or Council Tax.
14. The landlord maintains that the property was 'immaculate' when the tenant took it over and says that the tenant is currently sub-letting. He says that an agent has valued the property at £2,500.00 and provided copy documentation to corroborate this from an agent named URmove .
15. Additional comparables were also provided by the landlord and have been taken into consideration by the Tribunal.
16. By way of a further letter dated 12 March 2024 the landlord confirms that he is trying to evict the tenants currently and accuses them of allowing damage to take place , even allowing water to run within the property to cause damage.
17. The landlord advises that he has recently replaced the roof, refers to a witness statement of a Mr Khwaja, a gas safety engineer, who he says confirms that the tenants purposely opened gas pipes.
18. Within the documentation provided by the landlord are various witness statements.
19. The witness statement of Mr Waqas Khwaja dated 11 August 2023 and this confirms the landlord's statement that the property was initially in very good condition. There is also a statement dated 8 January 2023 from an unknown individual purporting to be an electrician confirming that he had struggled to get access.

The witness statement of Diana Gaal dated 12 June 2023 states that numerous people come and go from the property and that the flat is always noisy.

The witness statement of Iran Radics dated 9 July 2023 says that in his opinion the landlord is a good landlord and that the ground floor tenants are disrespectful and that he is going to leave the property as a result.

Finally, the witness statement of Doreen Christian (a handyman) says that they attended to fix reported problems to sockets within the property but there were none. He also confirms that the property was in immaculate condition when it was originally let as he had repainted the flat. In terms of the accommodation,

Mr Christian says that there are 2 bedrooms but that the rear bedroom is being used as a lounge.

20. Within the paperwork provided by the landlord, there is a Property Link letter dated 1 September 2020 that states that the property would achieve £2,000.00 per calendar month and a letter from URMOVE dated 2 August 2022 saying that they would be prepared 'Manage/ rent' the property at £2,500.00 per calendar month.

21. Finally, the landlord provides a number of screenshots taken from Zoopla showing rents of various 1 and 2 bedroom flats ranging between £3,500.00 and £5,000.00 per calendar month.

Hearing

22. A hearing took place on 13 December 2024, at 10 Alfred Place. The Applicants, Felicia Roman and Murad Ali, were present. They were represented by a solicitor, Mr M Brajta of Camden Community Law Centre .

23. Mr Rehan Sheikh, the Respondent landlord, was present and was accompanied by Maria Sheikh and Mohamed Awais.

24. Neither Maria Sheikh nor Mr Awais took any part in the hearing and Mr Rehan Sheikh represented himself.

25. In light of the large amount of paperwork that has been provided for this hearing, and the Tribunal's opportunity to examine this thoroughly prior to the hearing date, the parties were advised that it was unnecessary for them to re-present their whole case but rather that they should summarise their case, emphasise any points that they wished to make and that they would be given an opportunity to ask questions of the other party.

26. Mr Brajta spoke on behalf of the Applicant tenant stating in summary that the property was in a state of disrepair as detailed in the bundle and that the landlord also had a bad reputation and was known for forcibly evicting tenants, After questioning by the tribunal Mr Brajta said that he would expect such a reputation to affect the rent that the property could obtain in the market. Mr Brajta referred the Tribunal to the skeleton argument in this regard but confirmed that he could find no evidence or case law that would support this argument.

27. Under questioning by the Tribunal, Mr Brajta for the tenant stated that they believed the rent to be between £1,500.00 and £2,000.00 for a property such as this in good order.
28. By way of summing up, Mr Brajta stated that the property does comprise a lounge / dining area which is 'open', but he concluded that in his opinion the property was not a 2 bedroom flat
29. Finally, Mr Brajta referred to the Applicant's submissions on hardship which will be dealt with later in this Decision.
30. The landlord/ Respondent was then given the opportunity to give evidence.
31. By way of summarising his case, the landlord confirmed his opinion that the property comprised a 2 bedroom flat with a kitchen / lounge area and a second rear room that was a bedroom but is currently being used as a dining area. He advised that the lounge adjoined the kitchen at the rear and that the second bedroom was the room between this and the hall
32. The Landlord was questioned by the Tribunal on which of the comparable properties he thought was most comparable to the subject property
33. He referred the Tribunal to Lenpern Close at £4,500.00 per calendar month and Maybank Avenue at £3,699.00 per calendar month. The landlord stated that when he originally sought to let the property, he had much interest but that the Applicants were particularly interested in renting. He says that the property was let to them at a reduced rent as a favour
34. The landlord then stated that rents in the area have gone up dramatically and that the tenants are damaging the property and do not report problems that arise to him.
35. Specifically, the Tribunal asked about the position relating to payments for gas, water, electricity and Council Tax.
36. The landlord said that he makes all of these payments and receives nothing in return from the tenant.
37. The Tribunal asked specifically if the rent included the bills, or if these bills were charged to the tenant separately.

- 38.The landlord explained that the flat is not separately metered and said that at the rear of the tenancy agreement there were provisions to collect.
- 39.He said that he seeks to charge the tenant 50% of the cost of gas, water, electricity and Council Tax for the whole property but this has not been agreed by the tenant.
- 40.Mr Brajta, on behalf of the tenant, asked the landlord how he has calculated this apportionment, and the landlord confirmed that it was what he felt was fair and reasonable.
- 41.On the Tribunal's instructions, Mr Brajta consulted his client on this matter. The tenant confirmed that it was their understanding that a separate meter would be installed and that they would be able to pay for their own use but that it was agreed that they would make contribution in the interim but that no specific figures had been mentioned.The tenant did not contest the sum or proportion payable .
- 42.The tenants also stated that they believed the payment of Council Tax was already included in the rent and that no separate contribution should be made.
- 43.The tenant confirmed that they had never received a full copy of the Agreement and that they had only ever received pages 1 and 4.
- 44.On further questioning, Mr Brajta, on behalf of the tenants, stated that in good condition they believed that the open market rental value of the property was £1,550.00 but that from this, deductions should be made.

Inspection

- 45.The Tribunal attended the property to undertake an inspection on 13 December 2024.
- 46.Both the landlord and the tenant were present.

47. It was apparent that the property was originally constructed as a semi-detached two storey residential dwellinghouse. It has been subsequently converted and subdivided.

48. The accommodation all on the ground floor comprises:

- Room 1 – front.
- Room 2 – rear.
- Bathroom / WC
- Kitchen / breakfast / dining area.
- Outside yard / parking space.

49. During the inspection, both the landlord and tenant were present.

50. All rooms were accessible however in many areas inspection was limited by the number of items stored therein.

51. On arrival at the property, the Tribunal was able to confirm that the roof has recently been re-covered. The tiles of the original roof covering remain in the side passage of the property.

52. Overall, the external decoration of the property is a little shabby but remains acceptable. It is at the point where it would benefit from redecoration and some maintenance but the work is not essential. The flank boundary wall leans dangerously and at the rear, the paved hardstand undulates and is uneven. It was apparent that the tenant does park on the grassed area of the rear yard / parking space as contended by the landlord.

53. Internally, the Tribunal initially focused on the internal layout of the accommodation.

54. In essence, the flat comprises the ground floor of the original house. The entrance hall from which leads what would originally have been the front reception room (used as a bedroom), the original kitchen (now converted into a bathroom/wc) and then access to the original rear reception room which is now open plan to a kitchen / dining / breakfast room area formed by way of an extension which runs across the whole of the back of the property. The kitchen / breakfast / dining area and rear reception room are in effect one interconnecting L-shaped room through which patio doors lead to the rear yard. It is the original rear reception forming part of this space which the landlord describes as a second bedroom.

55. It is the Tribunal's opinion that the property in fact comprises a 1 bedroom flat, albeit a large 1 bedroom flat, with 2 reception rooms.
56. Access into the kitchen / breakfast room / dining area can only be through the rear reception room which makes the rear reception room a thoroughfare and prevents this from being a bedroom in the usual sense.
57. Otherwise, the Tribunal found the interior of the property to be tired. Redecoration is now required. There are cracked tiles in the bathroom, rust on the hob, cracks in the work surface. Bathroom fittings are modern in style but worn and while it is clear that the property has been very nicely updated in the past, it appeared that the last time that this property received any attention was a good number of years ago and it is now in need of further refurbishment and refitting.

Hardship

58. On the issue of hardship, Miss Roman and Mr Ali, the tenants provided details of their income, expenditure and savings in considerable detail in individual witness statements dated 11th December 2024. The Tribunal was advised that copies had been served on the Respondent by same date.
59. In addition to copy documents relating to their income and figures detailing their income, expenditure and debts they confirmed that the property was occupied by them alone and that Mr Ali was employed as a taxi driver while Mrs Roman was unemployed but was enrolled as a student and received income relating thereto.
60. The tenants advised that they would experience hardship if they were required to pay back rent to the date stated in the landlords notice that being 1st November 2023. They stated that the date from which the rent should be payable should be either the date of the hearing or 1st May 2024.
61. Mr Sheikh, the landlord, confirmed that he sought a rent increase to be effective from the date specified in the Notice, that being 1st November 2023.

Conclusion

62. On the issue of accommodation, the Tribunal concluded that the property is, in fact, a large 1 bedroom flat with a lounge area and large kitchen / dining room with a small area of garden and single parking space to the rear. The Tribunal's impression of the property was that it requires upgrading, both internally and externally, and would benefit from some maintenance .
63. It is obvious that it has been upgraded fairly extensively in the past but is now in need of a refit and refurbishment and we saw no evidence that would corroborate allegations that damage had been undertaken by the tenants in order to reduce the rental value of the property.
64. The Tribunal has considered seriously the comparable evidence provided by the landlord and notes that there is a large number of 1 and 2 bedroom flats in the area to rent. However, the majority of these are in modern blocks with services and service charges and are not directly comparable to the subject property.
65. Each of the witness statements provided by the landlord have been considered and this evidence has been taken into account although it was noted that no witnesses were brought forward at the hearing for cross examination.
66. As far as the tenant's evidence is concerned, the Tribunal is wholly unconvinced by the argument that the rental value of the property would potentially be reduced by the reputation of a landlord, nor were the tenants able to provide evidence in this instance to demonstrate this argument.
67. On the issues of disrepair, the Tribunal has made an inspection, and is able to make its own determination on the effect that the condition of the property might have, and this is detailed in the valuation given below.

The Law

68. When determining a market rent in accordance with the Housing Act 1988 Section 13 regard must be had to all of the circumstances (other than personal circumstances) including the age, location and state of repair of the property, matters contained within the rent, repairing obligations, etc. This means that issues such as the tenant's ability to pay the rent or bills associated with the property are not a consideration for the tribunal in assessing the rent.

Valuation

69. Following consideration of the written and photographic submissions given by both parties, the evidence heard at the hearing and taking into account the Tribunal's inspection. Using its own knowledge and experience of the rental market in the Wembley area, the Tribunal finds that the market rental value of the property, if it was in good condition, would be £2,000.00 per calendar month.

70. Taking into account the lack of modernisation and the general disrepair, the Tribunal considers it necessary to adjust that market rental value to reflect, specifically, the following:

- i) Evidence of rising damp within the kitchen area.
- ii) Wear and tear to kitchen and bathroom fixtures and fittings.
- iii) Wear and tear to floor coverings throughout.
- iv) Consolidation and break up of the block paved hardstand parking space.

71. Taking these and other more general factors into consideration, the Tribunal finds that it is necessary to make a £100.00 per calendar month deduction in the market rental value of the property to reflect its condition and lack of modernisation.

Valuation Calculation

72. Open market rent	£2,000.00 per month
Deduction for adjustments detailed above £100.00 pcm	£ 100.00 per month
Adjusted rent	£1,900.00 per month

The Tribunal, therefore, determines that the market rental value of the property should be set at a figure of £1,900.00 per month.

Hardship

73. Taking into account the written submissions by the tenant on the matter of hardship, and comments made by the landlord in their submissions we are of the opinion that while the tenant has provided a considerable amount of supporting paperwork and documentation an examination of this does not demonstrate sufficiently; financial hardship that warrants deferring the effective date of the rent. While the tribunal recognises that it a considerable amount of time has passed since the effective date in the landlords notice , this is not a factor that the Tribunal believes renders hardship on its own .

74. The Tribunal concludes on the issue of hardship, therefore, that the rent should be paid from the date specified in the landlords notice , namely 1st November 2023

Chairman: J. A. Naylor FRICS FIRPM

Valuer Chairman

Date: 28th January 2025

ANNEX OF RIGHTS FOR MARKET RENTS

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 might have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with this case.

The application for permission to appeal must arrive at the regional office within 28 days after the Tribunal sends written reasons for the Decision to the person making the application.

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. Any appeal in respect of the Housing Act 1988 should be on a point of law.

If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).