



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

Case Reference : **LON/00BC/MNR/2024/0652**

Hearing Type : **Face to Face**

Property : **34 Breamore Road, Ilford, IG3 9NB**

Applicant : **Mrs Mehjabeen Faiz & Ms Maheen Faiz (Tenants)**

Representative : **Mr Mohammed Joynul Islam & Mr Dilwar Azad**

Respondent : **Mr Zekai Kemal (Landlord)**

Representative : **Subbiah Sivapunniyan Solicitors**

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 L. G. Packer

Date of Hearing : **18 February 2025**

Date of Inspection : **18 February 2025**

Date of Full Reasons : **20 February 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 4 September 2024 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 £3,000.00 per month.
2. On 19 September 2024 the tenant made an application to the Tribunal for the determination of a market rent.
3. The original tenancy was believed to have begun 20 October 2018.
4. The tenant occupies the property by way of an Assured Periodic Tenancy.
5. By way of a letter dated 6 November 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 25 November 2024. The tenant was directed to do the same by 9 December 2024 and the landlord was given until 16 December 2024 for his response thereto.
6. The Tribunal wrote to the parties confirming details for a hearing date and inspection to take place on 18 February 2025.
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 any reply forms returned by the parties.
9. By way of a reply and statement, the tenants confirmed that they wanted both a hearing and an inspection of the property.
10. In their written statements, the tenants detail briefly the accommodation and confirm it to comprise a living room at ground floor level with a kitchen and conservatory and downstairs WC, a garage and a parking space externally.
11. At first floor level they detail five rooms but advise that in their opinion it is only a four-bedroom property with the smallest room being inadequate and of insufficient size to accommodate a bed.

12. The tenants say that there was no marble fireplace in the living room and that lights and curtains were installed by the tenants. They refer to the poor state and condition of the windows and the fact that these are single glazed.
13. They advise that there is water damage to the ceilings at ground level and that the conservatory is not new and renovated, as the landlord states.
14. In respect of the kitchen, the tenants advise it is only partially fitted, that the extractor does not work, and that it is an "Ikea" with deterioration to the units.
15. At first floor level the tenants complain of wear and tear to fixtures and fittings, and state that they, not the landlord, have replaced the carpet.
16. The tenants dispute the fixtures and fittings that were provided and contest the landlord's measurements of bedroom 3.
17. In relation to the bathroom, the tenants refer to broken tiles on the floor and to broken plastic coving. The tenants say that they have replaced the hand basin and toilet.
18. The tenants confirm that the property has central heating, some double glazing and carpets and white goods.
19. Finally, the tenants advise that they have undertaken numerous works at the property including rewiring, some electrical repair, replacement of the hand basin in the bathroom and the toilet, repair of a leak to the toilet and major work to the downstairs WC.
20. They advise that they have had work undertaken to the garage door and damp treatment undertaken as well as the replacement of carpets.
21. They estimate the cost of all work at £22,482.37.
22. By way of landlord's statement, the landlord states that the tenants do not allow access to the property, that they do not keep it clean and tidy, and that the property was fully renovated and refurbished when the tenants first took occupation in 2013.
23. The landlord states that there was a marble fireplace in the living room and that he has no knowledge of the toilet or hand basin disrepairs.

24. He puts deterioration within the conservatory down to the tenants' misuse, to which he also attributes the need to repair windows.
25. He says that to his knowledge the hob works, and that he did not know that the garage door was in disrepair, nor that the wardrobes, toilets or hand basins had got to the point where they required attention.
26. The landlord confirms that some carpets did exist when the property was originally let, and states that if tables, wardrobes, side tables etc are missing, this is down to the tenants.
27. Finally, the landlord confirms that the new boiler was installed in 2023, drains cleared in 2020, and a new front door provided in 2016.
28. The landlord confirms that he has no knowledge of the tenant's "improvement" list.
29. He further says that he requires neither inspection of the property nor a hearing but provides accommodation details with the floor area of rooms together with confirmation that the property has central heating, double glazing, carpets and curtains, white goods, garage and an outside parking space.
30. In support of his contention that the rent stated in his Notice is within the correct range for the open market rent, the landlord provides a list of rental comparables of three, four and five bedroom houses in the area.
31. Confirmation of whether or not these were actually let at these rents has not been provided, and the details relating to accommodation are limited. Nevertheless, the extent of comparable evidence provided by the landlord is of some assistance.
32. In addition to comparable evidence, the landlord has provided an email from Kevin & Co which refers to the property as a five-bedroom, two bathroom, house, and that they believe that the property would be worth £3,000.00 - £3,500.00 per calendar month. It is not clear whether Kevin & Co had inspected the property.
33. Kevin & Co refer to further comparable five-bedroom detached houses.
34. On 18 February 2025, on the basis of paper submissions, the Tribunal's inspection of the property and its hearing, the Tribunal determined the Market rent of the above property at £2,500 per month, for the reasons set out below.

Inspection

35. The Tribunal attended the property to undertake an inspection at approximately 11:50 on 18 February 2025.
36. It was apparent that the property was originally constructed as a 1930s two storey end of terraced dwellinghouse which is believed to have been extended to the side to provide additional accommodation and a garage.
37. The accommodation comprises:
 - Ground Floor: Entrance hall, through lounge, kitchen, breakfast room, lean-to conservatory, outside lavatory.
 - Landing: Landing, five rooms, bathroom / WC.
 - Externally: There is a forecourt to the front providing off street parking for two cars and access to the integral garage. There are garden areas to the rear.
38. During the inspection, the tenant was present, as was Subbiah Sivapunniyan, solicitor acting on behalf of the landlord.
39. On arrival the Tribunal notified the parties that they should be provided with access to all possible areas of the property but that they could not provide any additional evidence nor engage in conversation about the property, nor about the rental value thereof.
40. All rooms were accessible.
41. During the inspection, the Tribunal members were able to inspect the house, both internally and externally.
42. Submissions from each of the parties indicated that there was considerable disagreement on the cause of disrepair, all as detailed in the written submissions, which had been examined by the Tribunal prior to inspection.
43. Overall, the Tribunal's impression was that the property was a little shabby when viewed from the front.

44. There was plant growth in the gutters, a section of downpipe was missing, and generally the front render required redecoration.
45. This was also true at the rear.
46. Submissions by the parties had drawn the Tribunal's attention to a number of specific areas.
47. Around areas where sections of glass were missing, it was apparent that the windows were in very poor condition, very badly weathered with open joints to the sills and glazing beads loose or missing.
48. Within the kitchen, units were in a generally poor condition, and the work surfaces of the kitchen were extensive scorch marked.
49. Within the conservatory there were signs of leaking from the flat roof above.
50. A number of light fittings had been damaged, radiators were rusting in a number of areas and there was some minor evidence of mould, most specifically in the downstairs WC area.
51. In the first-floor bathroom and, indeed, in other areas in the property, floor tiles were cracked and it was obvious that the hand basin and toilet had been replaced albeit poorly. The corner bath was badly worn with the plastic apron thereto cracked.
52. A large number of the internal floors had laminate flooring which has badly gapped at joints as a result of poor fitting.
53. The property required internal decoration throughout, and it is also apparent that it has received little care and attention within the extent of the tenants' responsibility.
54. A number of the doors internally showed damage to handles and impact damage to their skin.
55. Light fittings were broken and much of the electrical installation remained original. The property has not been rewired.

56. Externally, the gardens required attention, and had not been tended. A number of the back garden fences were damaged, down or missing.
57. Many of the double-glazed sections of windows had inter pane condensation.
58. Lastly, the Tribunal paid attention to the smallest bedroom at first floor level.
59. In the Tribunal's opinion this was what one might describe as a box room, but nonetheless was able to accommodate a single bed and function as a bedroom.

Hearing

60. A hearing took place at Alfred Place on the afternoon of 18 February 2025. The following parties were present:
61. For the Applicants, Mr Anmol Fiaz and Mehjabeen Fiaz together with their representative, Mohammed Joynul Islam (solicitors) and Dilwar Azad (counsel).
62. For the Respondent, Zekai Kemal and Bahryie Meyen Kamal, and his representative Subbiah Sivapunniyan.
63. The Hearing began with a preliminary issue.
64. The Applicants had presented by way of a late submission a witness statement of Mr Anmol Fiaz.
65. It was confirmed that this had not been brought to the attention of the Respondent.
66. The producing of this evidence was objected to by the Respondent's solicitors.
67. After discussion it was agreed that with the evidence provided by submissions, and as the Tribunal had had the benefit of an inspection, there was little within this statement that would further assist the Tribunal. As a result it was withdrawn by the Applicants' representative.
68. The Tribunal directed the parties that with the weight of written evidence and with the benefit of an inspection, the Tribunal was well placed to consider all arguments presented by the parties.

69. The parties were therefore, directed to focus their evidence on the rental value of the subject property, the subject of the application.
70. Speaking on behalf of the tenant, Mr Azad stated that the landlord's contended of rental values ranging between £3,000 and £3,500, was flawed because it was based on high quality properties which were, in fact, very different from the subject property.
71. Mr Azad stated that a 66% increase in rent sought was in fact, exceptionally high, but on questioning by the Tribunal he had no evidence basis for this comment.
72. Mr Azad was able to confirm that the last increase was in 2018.
73. Mr Azad stated that the building was in a poor state of disrepair, and on questioning from the Tribunal confirmed that in his opinion the rental value of the property in its current condition was between £2,000.00 and £2,100.00 per month.
74. Speaking on behalf of the landlord, Mr Sivapunniyan pointed out that the property has not had a rental increase since 2018. He stated that the tenant has not notified the landlord of disrepairs, nor does the tenant allow the landlord access.
75. Mr Sivapunniyan stated that the landlord was not trying to be greedy and referred to the comparable evidence provided in written submissions. On questioning from the Tribunal, he confirmed that their opinion was that the property would be worth £3,500.00 per month in good condition and that £3,000.00 per month (the rent stated in the landlord's Notice) was an acceptable rent for the property in its current condition.
76. On specific questioning, Mr Sivapunniyan confirmed that his view of rental value was based on the fact that the property had two bathrooms. However, on questioning from the Tribunal, both the landlord and tenant confirmed that there was only one bathroom at the property with a downstairs WC.

Hardship

77. No submissions were received from the tenants on the issue of hardship.

The Law

78. 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

79. Overall, the Tribunal finds that the property is in a poorly maintained condition. Both parties argue that the other is responsible for either damage, or failure to report damage to the landlord. There is insufficient evidence for the Tribunal to adjudicate exactly on the respective claims. Nonetheless it is clear to the Tribunal both that the property had not been maintained by the tenant to a standard that one might expect; and that there was deterioration to the general fabric due to a significant lack of maintenance by the landlord, including for example the disrepair of rainwater goods, degraded double glazed windows, rotting wood in other windows, and broken garden fencing, all of which are landlord responsibilities.
80. Following consideration of the written and photographic submissions given by both parties, the hearing, and the Tribunal's own inspection, and using its own knowledge and experience of the rental market in Ilford, the Tribunal finds that the market rental value of the property, if it were in good condition, would be £3,000.00 per month.
81. Taking into account the lack of modernisation and general disrepair and bearing in mind the repair and maintenance responsibilities of each of the parties the Tribunal considers it necessary to adjust that market rental value by a 15% deduction, to reflect the overall condition of the property and disrepairs which the Tribunal believe to be attributable to the landlord.

Valuation Calculation

Open market rent	£3,000.00 per month
Deduction for adjustments detailed above 15% =	£ 500.00 per month
Adjusted rent	£2,500.00 per month

The Tribunal, therefore, determines that the market rental value of the property should be set at a figure **of £2,500.00 per month.**

Chairman: J. A. Naylor FRICS FIRPM

Valuer Chairman

Date: 20 February 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).