



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

Case Reference : **CAM/00KA/MNR/2024/0600**

Property : **27 Thirlstone Road, Luton LU4 8QT**

Applicant (Landlord) : **Mr Tanveer Shahid**

Respondent (Tenant) : **Mr Yasar Hussain Shah**

Type of Application : **Application to Review or for Permission to Appeal a Determination of a market rent under Section 13 of the Housing Act 1988**

Tribunal Members : **Judge JR Morris
Mr G Smith MRICS FAAV REV**

Date of Decision : **21 March 2025**

DECISION

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Decision of the Tribunal

1. The Tribunal has decided not to review its Decision and refuses permission to appeal to the Upper Tribunal because it is of the opinion that there is no realistic prospect of a successful appeal against its Decision.
2. In accordance with section 11 of the Tribunals, Courts and Enforcement Act 2007 and rule 21 of the Tribunal Procedure (Upper Tribunal) (Lands Chamber) Rules 2010, the applicant / respondent may make further application for permission to appeal to the Upper Tribunal (Lands Chamber). Such application must be made in writing and received by the Upper Tribunal (Lands Chamber) no later than 14 days after the date on which the First-tier Tribunal sent notice of this refusal to the party applying for permission to appeal. Where possible, you should send your application for permission to appeal **by email** to Lands@justice.gov.uk, as this will enable the Upper Tribunal (Lands Chamber) to deal with it more efficiently.
3. Alternatively, the Upper Tribunal (Lands Chamber) may be contacted at: 5th Floor, Rolls Building, 7 Rolls Buildings, Fetter Lane, London EC4A 1NL (tel: 020 7612 9710).

Reason for the Decision

4. The reason for the decision is that the Tribunal had considered and took into account all the points raised by the Applicant, when reaching its original decision.
5. The original Tribunal's decision was based on the evidence before it and the Applicant has raised no legal arguments in support of the application for permission to appeal.
6. For the benefit of the parties and of the Upper Tribunal (Lands Chamber) (assuming that further application for permission to appeal is made), the Tribunal has set out its comments on the specific points raised by the applicant in the application for permission to appeal, in the appendix attached.

Judge J R Morris

APPENDIX TO THE DECISION **REFUSING PERMISSION TO APPEAL**

For the benefit of the parties and of the Upper Tribunal (Lands Chamber), the Tribunal records below its comments on the grounds of appeal. References in square brackets are to those paragraphs in the main body of the original Tribunal decision.

1. On 8th May 2024 the Landlord proposed a new rent of £1,650.00 per calendar month from 1st July 2024 to replace the existing rent of £1,350.00 per calendar month. On 13th May 2024 the Tenant referred the notice proposing a new rent to the Tribunal. Directions were issued on 9th December 2024 in response to which the parties requested an oral hearing. The Tribunal inspected the Property on 10th February 2025 after which a virtual hearing took place. The Tribunal made its decision the same day. The Tribunal determined a rent of £1,350.00 per calendar month. The Decision was issued on 19th February 2025. The Landlord appealed on 17 March 2025.

The Present Application

2. The Landlord seeks a review or permission to appeal the Tribunal's decision on the grounds summarised below.

Grounds for Review or Appeal

3. The Landlord submitted the following grounds

1. ***Furnishing of the Property***

The Tribunal referred to the Property as being "unfurnished" whereas it is "half furnished."

2. ***Patio Door Access and Structural Constraints***

The patio door leading to the garden could not be used because the ground level is approximately 600-700 mm lower than the door and there is no step. The Landlord said he had addressed the immediate hazard by sealing the door and planned to remedy the situation once he had the additional funds through a

rental increase. The Landlord submitted that the Tribunal should have taken this into account

3. ***Tenant's Responsibility for Property Maintenance***

The Landlord stated that the Tenant had not fulfilled his responsibility to properly maintain the property, the damage includes:

1. Ripped wallpaper and marker stains on the walls.
2. Overflowing bathtubs resulting in bathroom leaks (which required resealing the bathroom floor).
3. Damage to the patio door glass, as a result of which the local authority required the Landlord to engage a builder to seal the door to eliminate any safety hazards. The Landlord submitted that he was entitled to a rent increase to compensate for the damage and the additional costs incurred.

4. ***Lack of Communication from Tenant***

The Landlord said despite numerous attempts to reach out to the Tenant through emails and reminders, he had not received any response

5. ***False Claims Regarding Property Maintenance and Decor***

At the hearing, the tenant made false claims about having decorated the property [29]. The Landlord said that he had addressed maintenance concerns, including removing dampness, deep cleaning the room, and removing a fixed bed to enhance ventilation. These actions were essential for resolving underlying maintenance issues, including the complete renovation of the bathroom.

6. ***Market Rent and Rent Increase***

The Landlord disagreed with Tribunal's rent assessment [32]. The location of the property is highly desirable, situated within the Chalney catchment area, close to outstanding primary and secondary schools, colleges, and numerous amenities. The property is also just a two-minute drive from the motorway and less than a mile from a hospital. Given the high demand for properties in this area, I believe the Tribunal did not fully consider the premium market rates in this locality. The Landlord submitted that a fair rent would be £1,500.00 per calendar month.

Tribunal's Response to the Grounds

4. The Tribunal responds to the points raised as follows:

1. ***Furnishing of the Property***

No evidence was adduced as to the level of furnishing.

2. ***Patio Door Access and Structural Constraints***

The issue of the patio door was dealt with at [20] and [22]. The Tribunal also stated at [34] "The Tribunal assesses a rent based upon the condition of the Property at the time of the determination... it cannot consider work that is said to be intended or scheduled to take place in the future."

3. ***Tenant's Responsibility for Property Maintenance***

The Tribunal stated in the reasons what it disregarded and what it took into account.

"The Tribunal also disregards any alleged breaches of the tenancy agreement" [38].

1. "The Tribunal disregards damage caused by wear and tear by the Tenant including damage to wall paper" [38].
2. "The area around the boiler [in the kitchen] was water damaged due to a leak from the bathroom. The bathroom was fully tiled with a modern suite. There were two shower units one at each end of the bath. The one was electric and the other was operated via the taps. The seal at this end of the bath has failed as the water from the shower ran down into the kitchen below." [21]
3. "The dining area of the living room has a sliding patio door the glass to which is cracked. The Tribunal is not concerned with the cause of the damage but was concerned that it was apparent from the crack that the door was not fitted with safety glass. The patio door could not be used for access as there was a substantial drop to the garden below. The Tribunal considered these to be Category 1 hazards under the Housing Health and Safety Rating System." [22]

4. ***Lack of Communication from Tenant***

Whether or not the Landlord and the Tenant communicate with one another is not a consideration for determining the rent.

5. ***False Claims Regarding Property Maintenance and Decor***

The Tribunal referred to the issue of damp as follows:

"The upvc windows were dated and did not have trickle vents, however, each of the bedrooms had an air vent in the ceiling into the roof void and these would alleviate damp problems provided they are kept clear and not covered by roof insulation." [24]

"The Tribunal commented that the cause of such damp was likely to be condensation as the bedroom is north facing with two external walls and so susceptible to condensation." [29]

"...regarding adequate ventilation it is for the Landlord to ensure that the air vents in the bedrooms are unobstructed in the void as the only other ventilation is by opening the windows which is not always practical in winter." [38]

The condition of the bathroom was noted at [21] as mentioned above.

6. ***Market Rent and Rent Increase***

The Tribunal recorded the properties which the Tenant submitted as being comparable at [13] and [14] and those that the Landlord submitted as comparable at [16], [17] and [18]. The Tribunal also provided an analysis of the properties together with its reasons for determination at [39] to [41].

5. The Tribunal's Original Decision was based on the evidence and submissions before it and the Respondent has raised no new legal arguments or additional evidence in support of the application for review or permission to appeal. The Tribunal has decided not to review its Original Decision and refuses permission to appeal to the Upper Tribunal.