



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

**Case Reference** : **LON/00AG/MNR/2024/0264**

**Property** : **Flat 4, 19 Crossfield Road,  
London NW3 4NT**

**Tenant** : **Ms Zane Zalite**

**Landlord** : **Mr & Mrs Tamir**

**Landlord Representative** : **Mr Julian Hunt, Counsel**

**Date of Objection** : **10 August 2024**

**Type of Application** : **Determination of a Market Rent  
Sections 13 & 14 of the Housing  
Act 1988**

**Tribunal** : **Mrs S Phillips MRICS Valuer  
Chair  
Mr C Piarroux, Lay Member**

**Date of Reasons** : **30 April 2025**

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**DECISION AND REASONS**

**The Tribunal determines a rent of £1,850.00 per calendar month  
with effect from 15 November 2024.**

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## **REASONS**

### **Background**

1. By an application dated 15 April 2024, Ms Zane Zalite, the tenant of Flat 4, 19 Crossfield Road, London NW3 4NT (the subject property) referred to the First-tier Tribunal (the Tribunal) a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988 (the 1988 Act).
2. The Landlord, Mr Noam Tamir and Mrs Ruth Tamir, served a notice proposing an increase in the rent. The notice proposed an increase in the rent from £1,450 per month to £1,950.00 per month. The notice was dated 18 March 2024 and proposed a starting date for the new rent of 15 May 2024.
3. The Tribunal issued Directions on 5 July 2024 instructing the parties to provide all relevant information and submissions upon which they wished to rely in this appeal. The matter was listed for a hearing multiple times with numerous rearrangements due to unavailability of dates and postponements.
4. The Tenant wrote to the Tribunal on 11 March 2024 requesting that the hearing be postponed due to illness referencing a cough, sore throat, nose congestion, a fever and loss of voice. The Tribunal received no medical evidence from the Tenant advising that she could not attend the hearing. The request for postponement was refused on 12 March 2025 but the Tenant was advised all reasonable needs would try to be accommodated. As such the hearing was changed to a hybrid hearing.
5. The Tenant was unable to provide verbal submissions in the hearing on 14 March, so further directions were issued by the Tribunal on 15 March 2025 providing the Tenant the opportunity to issue written submissions on three key areas. The Landlord was allowed to provide a short reply to the same.
6. An inspection of the property was made and took place on 14 March 2025 (see below).

### **The Law**

7. In accordance with the terms of section 14 of the 1988 Act, the Tribunal proceeded to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
8. In so doing the Tribunal, as required by section 14(2), ignored the effect

on the rental value of the property of any relevant tenant's improvements as defined in sections 14(2) and (3) and any reduction in the value caused by a failure by the tenant to comply with any terms of the tenancy. Section 14 is reproduced at the end of these reasons.

9. In respect of this case, section 16 of the 1988 Act is also relevant and this states:

*“It shall be an implied term of every assured tenancy that the tenant shall afford to the landlord access to the dwelling-house let on the tenancy and all reasonable facilities for executing therein any repairs which the landlord is entitled to execute.”*

## **Evidence**

### Tenant's Submissions

8. The Tenant was unable to provide verbal submissions during the hearing on 14 March 2025 but was given the opportunity to provide written submissions by 2 April 2025 to the Tribunal. These were provided by the Tenant to the Tribunal on 7 April 2025.

9. In the Tenant's written submissions, the following legislation or guidance were referenced with commentary advising that the Landlord had breached these areas:

- a. Consumer Protection from Unfair Trading Regulations 2008
- b. Housing Act 1988: Damages for unlawful eviction
- c. Private Rent Evictions: Harassment and Illegal Evictions
- d. The Equality Act 2010: Harassment and Victimisation

10. With regards to submissions relating to the comparable evidence that had been submitted to the Tribunal, the Tenant stated that those submitted by the Landlord are not comparable as they are for luxury properties with higher ceiling heights, newly refurbished, and are in a quieter location. The Tenant also commented that the property has not been repaired before the offered tenancy and that 60% humidity had been measured by Camden Council's environmental health department.

11. In relation to submissions connected with hardship, the Tenant has explained that she is on Universal Credit and a PIP disability payment (totalling £2,510.21 per month). If the rent were raised, once phone, utilities and credit card bills were deducted this would leave around £100 per month for other expenses.

### Landlords' Submissions

12. At the hearing the Landlord's representative set out that the Tribunal could only determine the market rent as per the parameters of the Housing Act

1988 and that the behaviour of the Landlord cannot form part of this consideration. The legislation is clear on what the Tribunal can factor into this determination.

13. With regards to the comparable evidence that was submitted to the Tribunal, the Landlord's representative confirmed that these were all from the NW3 area whereas the comparable evidence provided by the Tenant were not. For the rent to stay at £1,450 is not within a reasonable frame.

14. The Landlord's representative addressed the undue hardship statements submitted by the Tenant. There is no specific evidence from the Tenant that undue hardship would be caused. To pay arrears may well cause hardship but the threshold for undue hardship is a high threshold which has not been met in this case.

15. The Landlord representative went on further to say that this case could have been resolved sooner and an amount arrived at which would have lessened this impact. The only evidence provided by the Tenant for hardship was a bank statement. The Tenant's statement says that there is a risk that she would be homeless, but this is not a certainty that she would be made homeless.

16. Upon receipt of the Tenant's written submissions the Landlord had the opportunity for a short reply. The Landlord's representative submits that the Tribunal does not have jurisdiction to consider the "multifarious issues" raised by the Tenant (the areas of legislation set out in paragraph 9 above).

17. With regards to the undue hardship element, the Landlord's representative provides a link to a website that demonstrates that the Tenant operates their own business and that no income from this has been disclosed.

18. The Landlord's representative presented two case law references to assist with defining undue hardship (*Liberian Shipping Corporation "Pegasus" v A. King & Sons Ltd* [1967] 2 Q.B. 86 and *Watney Combe Reid & Co Ltd v EM Dower & Co Ltd* [1956] 2 Lloyd's Rep. 325). The Landlord's representative submits that these help to support the position that mere hardship is insufficient, and that the threshold is high.

19. Furthermore, the Tenant has not put forward any medical evidence of chronic long term health conditions.

## **Inspection**

20. The Tribunal inspected the property on 14 March 2025 in the presence of the Tenant. Neither the Landlord nor their representative were given permission to attend by the Tenant and were therefore not present. The property is a second floor, one-bedroom flat located in a converted Victorian terrace property.

21. Central heating is installed throughout the property. An intercom is located in the hallway by which the main front door is operated for visitors to access the property.

18. The stairway leading up from the property's front door is carpeted with substantial storage space incorporated into the stair case. The area is carpeted with a large Velux window at the top. There are some small cracks which appear to relate to general shrinkage or perhaps historic leaking.

19. The main bedroom is of a good size, is carpeted together with a radiator. There is some paint flaking around the window that would appear to be general wear and tear. Part of the ceiling is slanted accounting for it being on the top floor of the building and there is some cosmetic cracking. The room also benefits from a large built-in wardrobe.

20. The bathroom in the property has a tiled floor together with part of the walls being tiled. The bathroom contains a toilet, bath, sink, cabinet and a Velux window as well as a towel radiator.

21. There is a large living area which has a general living room area and a kitchen area. The kitchen area has a tiled floor, kitchen units, oven and hob appliances. The two areas are segregated by a breakfast area. The living area has a wooden floor, large radiator and large windows. The area has a sofa and chair and there is also a small dining area for four people in the living space. The tenant pointed to the ceiling area in the living area. There appears to have been historic signs of a leak, but this appeared to no longer be active.

22. More generally the common areas within the converted property are in good condition with no obvious signs of disrepair. There is no lift.

## **Determination and Valuation**

27. The Tribunal initially needs to determine what rent the Landlord could reasonably be expected to obtain for the property in the open market if it were let today in the condition that is considered usual for such an open market letting. In doing this, the Tribunal will consider the rental value of the property but must not consider the personal circumstances of the Tenant, as that is not a factor envisaged by the Act.

28. The comparable information provided by both parties was useful in assisting the Tribunal in reaching its decision. The comparable property on Belsize Avenue provided by the Landlord was particularly useful to the Tribunal. The Tribunal has therefore determined a market rent of £1,850 per calendar month for the subject property as of March 2024 (the time that the Notice of Intention was issued by the Landlord).

29. Next, the Tribunal considered if there were any elements in the subject property that needed to be considered and reflected via adjustments to the market rent. Whilst the Tenant provided submissions that adjustments should be made in relation to disrepair, the Tribunal did not see evidence to a level that would have required an adjustment to the level rent or that the repairs had not already been addressed.

## **Hardship**

30. Under section 14(7) of the 1988 Act, the Tribunal has a discretion to fix the starting date for the new rent from any point in time between the date set out in the notice of increase to the date that the rent is determined, if it appears to the Tribunal that the increase in rent would cause undue hardship to the tenant.

31. As set out in the above paragraphs, both parties have provided submissions on this point.

## **Decision**

32. The Tribunal determine that the market rent for the subject property is £1,850 per calendar month to take effect on 15 November 2024. The Tribunal was satisfied that a starting date of that specified in the Landlord's notice could cause undue hardship.

33. It should be noted that the Tenant is open to seek independent legal advice on the other legislative breaches that they allege the Landlord has made. These are not however areas that this Tribunal has jurisdiction over or are able to factor into its decision.

34. Lastly, on 23 April 2025 the Tribunal was advised by the Landlord's representative that the Tenant had issued a "breathing space" notice to the Landlord under the Debt Respite Scheme (Breathing Space). The Tribunal does not see this impacting its ability to make this decision. However, whether this notice would impact the Landlord's ability to enforce any debt is an issue this Tribunal is not able to assist with.

**Chairman: Mrs S Phillips MRICS**

**Date: 30 April 2025**

## **APPEAL PROVISIONS**

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber). Any such application must be made within 28 days of this decision (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013. Any appeal in respect of the Housing Act 1988 should be on a point of law.

## **ANNEXE**

### **Housing Act 1988**

#### **14.— Determination of rent by tribunal.**

(1) Where, under subsection (4)(a) of section 13 above, a tenant refers to the appropriate tribunal a notice under subsection (2) of that section, the appropriate tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the appropriate tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy—

- (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;

- (b) which begins at the beginning of the new period specified in the notice;

- (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and

- (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.

(2) In making a determination under this section, there shall be disregarded—

- (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;

- (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement—

- (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or

- (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and

- (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.

(3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates or the following conditions are satisfied, namely—

- (a) that it was carried out not more than twenty-one years before the date of service of the notice; and

- (b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and

- (c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.

(3A) In making a determination under this section in any case where under Part I of the Local Government Finance Act 1992 the landlord or a superior landlord is liable to pay council tax in respect of a hereditament (“the relevant hereditament”) of which the

dwelling-house forms part, the [appropriate tribunal] 5 shall have regard to the amount of council tax which, as at the date on which the notice under section 13(2) above was served, was set by the billing authority—

- (a) for the financial year in which that notice was served, and
- (b) for the category of dwellings within which the relevant hereditament fell on that date,

but any discount or other reduction affecting the amount of council tax payable shall be disregarded.

(3B) In subsection (3A) above—

(a) “*hereditament*” means a dwelling within the meaning of Part I of the Local Government Finance Act 1992,

(b) “*billing authority*” has the same meaning as in that Part of that Act, and

(c) “*category of dwellings*” has the same meaning as in section 30(1) and (2) of that Act.

(4) In this section “*rent*” does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture [, in respect of council tax] 6 or for any of the matters referred to in subsection (1)(a) of that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements.

(5) Where any rates in respect of the dwelling-house concerned are borne by the landlord or a superior landlord, the [appropriate tribunal] 7 shall make their determination under this section as if the rates were not so borne.

(6) In any case where—

(a) the appropriate tribunal have before them at the same time the reference of a notice under section 6(2) above relating to a tenancy (in this subsection referred to as “the section 6 reference”) and the reference of a notice under section 13(2) above relating to the same tenancy (in this subsection referred to as “the section 13 reference”), and

(b) the date specified in the notice under section 6(2) above is not later than the first day of the new period specified in the notice under section 13(2) above, and

(c) the appropriate tribunal propose to hear the two references together,

the appropriate tribunal shall make a determination in relation to the section 6 reference before making their determination in relation to the section 13 reference and, accordingly, in such a case the reference in subsection (1)(c) above to the terms of the tenancy to which the notice relates shall be construed as a reference to those terms as varied by virtue of the determination made in relation to the section 6 reference.

(7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal (subject, in a case where subsection (5) above applies, to the addition of the appropriate amount in respect of rates) shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the committee may direct.

(8) Nothing in this section requires the appropriate tribunal to continue with their determination of a rent for a dwelling-house if the landlord and tenant give notice in writing that they no longer require such a determination or if the tenancy has come to an end.

(9) This section shall apply in relation to an assured shorthold tenancy as if in subsection

(1) the reference to an assured tenancy were a reference to an assured shorthold tenancy.