



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

**Case Reference** : **LON/00AS/MNR/2025/0620**

**Property** : **101 Halford Road, Ickenham, UB10  
8QA**

**Tenants** : **Miss Louise Ramage**

**Landlord** : **Mr Sonny Grover  
c/o Oakwood Estates**

**Date of Objection** : **3 December 2024**

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

**Tribunal** : **Mr A Parkinson MRICS  
Mr O Miller**

**Date of Reasons** : **20<sup>th</sup> May 2025**

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**DECISION**

**The Tribunal determines a rent of £1,890 per calendar month with  
effect from 7 December 2024.**

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**REASONS**

## **Background**

1. On 27 September 2024 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,200 in place of the existing rent of £1,650 per calendar month to take effect from 07 December 2024.
2. On 3 December 2024 under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent. The Tenant's referral was received by the Tribunal on 3 December 2024.
3. Directions were issued on 7 February 2025 by the Tribunal.
4. The parties were invited to submit any relevant information and submissions. The Tenant and the Landlord each submitted a completed reply form and additional evidence to support their respective case.

## **Submissions**

5. The Tenant provided photos and details of current maintenance issues at the property including damp and mould, a leaking toilet, cracked floor tiles in the hall, defective external doors in the kitchen and sitting room and garage.
6. In her completed reply form the Tenant initially requested a hearing and inspection and that she was content for a paper-based determination. When queried the Tenant confirmed via email that she was content for a paper based determination and did not require a hearing but requested an inspection.
7. In the Landlord's submission, he stated that the Tenant has not provided access for routine maintenance and that the Tenant has also failed to take reasonable care of the property and has not maintained the gardens at the property.
8. The Landlord also refers to rent arrears and smoking taking place inside the property which is prohibited under the tenancy agreement.
9. The Landlord states in his submissions that the proposed rent of £2,200 is lower than inflation and provided a summary of six properties along with links to the listings of these properties on Zoopla or Rightmove. Unfortunately most of the links had expired, presumably because the properties had been let but we are grateful to the Landlord for taking the time to provide the information.
10. The asking rents range from £2,100 to £2,500 per calendar month for five of the properties listed by the Landlord in his submissions but the actual rents achieved for these properties are not known. The sixth property had an asking rent of £3,500 but this listing had expired.

## **The Inspection**

11. The Tribunal inspected the property on 25 April 2025. The Landlord, Mr Grover, and Mrs Grover were waiting outside the property with their letting agent. Mr Grover stated that he wished to inspect the property. The Tenant was not willing to allow the Landlord to enter the property so it was agreed by all parties that the Landlord's letting agent would accompany the tribunal on the inspection instead. The Tenant's father Mr Ramage was also in attendance at the inspection.
12. The property is a single storey detached bungalow comprising three bedrooms, sitting room, kitchen and bathroom. The property benefits from central heating and double glazing. Externally there is a detached garage and front and rear gardens.
13. There are a number of outstanding maintenance issues which were evident as part of the inspection. It was noted that the ceramic floor tiles in the entrance hall are uneven and cracked and present a trip hazard. There is a leaking toilet and there is also mould present in the main bedroom.
14. There was no internal door to the living room present and the tenant stated within her submissions that the kitchen door cannot be used due to a broken mechanism and the sitting room external door to the rear opens, but cannot be locked. The main door to the garage is not operational but there is a side entrance door to access the garage.
15. Externally, missing and defective roof tiles were noted to the main house and the garage.

## **The Law**

16. The rules governing a determination of market rent are set out in section 14 of the Housing Act 1988. In particular, the tribunal is to determine the rent for which the property might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy, subject to disregards in relation to the nature of the tenancy (i.e. it being granted to a "sitting tenant") and any increase or reduction in the value due to the tenant's improvements or failure to comply with the terms of the tenancy. In the absence of any evidence to the contrary, the tribunal has proceeded on the basis that the landlord is responsible for repairs to the structure, exterior and any installations pursuant to section 11 of the Landlord and Tenant Act 1985 and the tenant for interior decoration.

## **Determination and Valuation**

17. In the first instance the Tribunal determined what rent the landlord could reasonably be expected to obtain for the subject property in the open market if it were let on the determination date in the condition

that is considered usual for such an open market letting. The Tribunal considered the value of the property in light of its local knowledge and experience with regard to the submissions of the Landlord and Tenant.

18. Having consideration of the evidence proved by the parties and of our own expert, general knowledge of rental values in the area, we consider that the open market rent for the subject property in good tenable condition would be in the region of £2,100 per calendar month.
19. This hypothetical rent is adjusted as necessary to allow for the differences between the terms and conditions considered usual for such a letting and the condition of the actual property at the date of the determination.
20. An adjustment of 10% was made to account for the current condition of the property and outstanding maintenance issues relating to the defective doors, flooring, roof covering and mould.
21. The valuation can be summarised as follows:

Market Rent		per calendar month £2,100
<i>Less</i>		
Condition	Approx.10 %	£210
		<b><u>£1,890</u></b>

### **Decision**

22. The Tribunal determined that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy was £1,890 per calendar month.
23. The Tribunal directs the new rent of £1,890 per calendar month to take effect on 7 December 2024; this being the date set out in the Landlord's Notice of Increase.

**Chairman:** Mr. A. Parkinson

**Date:** 20 May 2025

### **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 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 the 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.

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