



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

**Case reference** : **LON/00BC/MNR/2025/0651**

**Property** : **5C Kingswood Road, Ilford, Essex IG3  
8UE**

**Applicant (Tenant)** : **Ms Carla Perira**

**Representative** : **Law Lane Solicitors**

**Respondent  
(Landlord)** : **Shnour Properties (Ilford) Limited**

**Representative** : **AKL Solicitors**

**Type of application** : **Section 13(4) Housing Act 1988**

**Tribunal members** : **Mr D Jagger MRICS  
Mrs J Hawkins**

**Hearing Venue** : **10 Alfred Place London WC1E 7LR**

**Date of Reasons** : **20 May 2025**

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**REASONED DECISION**

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## **Decision of the tribunal**

- (1) Having heard evidence and submissions from the parties and considered all the documentation provided. The Tribunal determines that the rent that the property in its current condition as at 1 January 2025 might reasonably be expected to achieve under an assured tenancy is **£1,620 per month.**

## **Background**

1. The tenant has lived in the property as assured periodic tenant since 1 December 2016. A tenancy agreement was provided by the Landlord which was for a period of 6 months at a monthly rent of £1,300 per month.
2. On the 6 November 2024 the landlord via AKL solicitors served a notice pursuant to section 13(2) of the Housing Act 1988 seeking to increase the rent from £1,500 per month to £1,800 per month, being an increase of £300 per month effective from 29 December 2024.
3. By an application the 31 December 2024, the tenants referred that notice to the Tribunal for a determination of the market rent. The Tribunal issued Directions for the conduct of the matter on the 18 March 2025.
4. These reasons address in summary form the key issues raised by the parties. They do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal's view, are fundamental to the determination.

## **The Evidence**

5. The Tribunal has before it a bundle of evidence which includes a background to the case, the application, the directions, the tenancy agreement, witness statements, completed reply statements on behalf of the landlord and tenant. Photographs of disrepair and potential safety hazards, The landlord submitted details of comparable lettings in the general area which ranged from £1,400pcm through to £2,250 pcm.

## **The Hearing**

6. The hearing took place at 10. 00am and was attended by Ms Pereria, Mr Muhammad Islam from Law Lane and Mr Nazneen Lakhani on behalf of the landlord. In addition, the tenant had a friend in support and Mr Muhammad was assisted by a colleague.

7. At the hearing each party was provided with the opportunity to outline their respective cases. The supporting documents set out a chronology of events and the condition of the property which on the whole is generally agreed between the parties and the Tribunal does not propose to provide the details in this decision. The parties were asked by the Tribunal to focus on the matters which affect rental value and not the “tit for tat” point scoring in connection with a turbulent history between them where it is evident communication has broken down.
8. As a preliminary matter, the Tribunal were asked by Mr. Muhammad to consider whether the S13 Notice of increase was valid. It is Mr Muhammad’s contention that the Notice is defective as it should have been served on the solicitor acting for the tenant and not the tenant herself. The Tribunal asked Mr. Muhammad to take them to the relevant section in the Act which states this fact. He was unable to do so. In the alternative, he produced two cases which in his opinion provided evidence in this matter. The two cases were Chistopher Mooney v Karen Victoria Whiteland and Salvation Army Housing Association v Kelleway. Each of these cases concerned whether the Tribunal had jurisdiction, but for completely different circumstances. Therefore, these cases were of no assistance to the Tribunal as there are crucial differences.
9. For completeness, Section 13(2) of the Housing Act 1988 provides as follows “ *For the purpose of securing an increase in the rent under a tenancy to which this section applies, the landlord may serve on the **tenant** a notice in the prescribed form proposing a new rent to take effect at the beginning of the new period of the tenancy specified in the notice, being a period beginning not earlier than the minimum period after the date of the service of the notice.* ”
10. Therefore, it is for these reasons the Tribunal determines that the Notice was valid and it does have jurisdiction to consider this matter.

### **The Tenants Case**

11. Mr Muhammad stated that the property does not comply with current safety standards as there are no current Electrical Certificate and the Gas Certificate dated 4 March 2024 made certain recommendations and has expired on the 4 March 2025. The property was let unfurnished and over the years the property now requires refurbishment. Therefore, he is of the opinion the current rent of £1500 should not be increased. No comparable evidence was provided to the Tribunal.

### **The Landlords Case**

12. Mr Lakhani stated that he and his contractors have made numerous attempts to gain access for gas and electrical tests and the provision of a CO2 alarm. Otherwise, he contends that the property was redecorated in

June 2022 and the comparable evidence provided in his statement provide verification that a rent increase to £1800 is correct in the current market.

## **Inspection**

9. The Tribunal inspected the property following the hearing on the afternoon of the 20 May 2025 in the presence of the tenant and the landlord. The property is a converted first floor flat which forms part of a two storey Victorian terrace building with a pitched and tiled roof and rendered walls. There is a parking area on the frontage. The property is located in an established residential area close to local amenities and railway stations.
10. The accommodation comprises: three bedrooms, living room, kitchen, bathroom, WC. The windows are double glazed and there is gas central heating.

## **The Law**

13. The rules governing a determination are set out in section 14 of the Housing Act 1988. In particular, the Tribunal is to determine the rent at 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.

## **The Valuation**

14. Having carefully considered all the evidence the Tribunal considers that the rent that would be achieved a good marketable condition with reasonably modern kitchen and bathroom fittings, modern services, carpets, curtains and white goods supplied by the landlord would be **£1,800** per month. This figure is based upon the comparable evidence provided by the landlord and Tribunal’s professional judgement and experience of rental values in the Ilford area.
15. Next, the Tribunal needs to adjust that hypothetical rent of £1,800 per month to allow for the slightly dated kitchen and bathroom fittings, defective double glazing, current potential safety hazard issues and basic decorations.

16. The Tribunal has considered very carefully the information provided by the tenant and the findings during the inspection. Using its own expertise, the Tribunal considers that a deduction of 10% should be applied in order to take account of the above matters. This provides a deduction of £180 per month from the hypothetical rent. This reduces the figure to £1,620 per month.
17. It should be noted that this figure cannot be a simple arithmetical calculation and is not based upon capital costs but is the Tribunal's estimate of the amount by which the rent would need to be reduced to attract a tenant.
18. The Tribunal received no evidence of hardship from the tenant and, therefore, the rent determined by the Tribunal is to take effect from **1 January 2025** in accordance with the landlord's notice.

**D Jagger MRICS Valuer Chair**

**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).