



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

<b>Case Reference</b>	<b>:</b>	<b>LON/00AE/MNR/2024/0701</b>
<b>Property</b>	<b>:</b>	<b>Top Floor Flat, 42 Windsor Crescent, Wembley HA9 9AW</b>
<b>Tenant</b>	<b>:</b>	<b>Mr Ghanem Almasarir</b>
<b>Landlord</b>	<b>:</b>	<b>Mr Mohammed Alibrahim</b>
<b>Date of Objection</b>	<b>:</b>	<b>29 October 2024</b>
<b>Type of Application</b>	<b>:</b>	<b>Determination of a Market Rent Sections 13 &amp; 14 of the Housing Act 1988</b>
<b>Tribunal</b>	<b>:</b>	<b>Mrs S Phillips MRICS Valuer Chair Mr C Piarroux</b>
<b>Date of Reasons</b>	<b>:</b>	<b>6 June 2025</b>

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**DECISION AND REASONS**

**The Tribunal determines a rent of £1,445 per calendar month with effect from 1 November 2024.**

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## REASONS

### Background

1. By an application dated **29 October 2024**, Mr Ghanem Almasarir, the tenant of Top Floor Flat, 42 Windsor Crescent, Wembley HA9 9AW (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 Mohammed Alibrahim, served a notice proposing an increase in the rent. The notice proposed an increase in the rent from **£1,620** per calendar month **to £1,850.00** per calendar month. The notice was dated **26 September 2024** and proposed a starting date for the new rent of **1 November 2024**.
3. The Tribunal issued Directions on **4 December 2024** instructing the parties to provide all relevant information and submissions upon which they wished to rely in this appeal.
4. Following receipt of the reply form from the Landlord, a request for an inspection of the property was made and took place on **14 March 2025** (see below).

### The Law

5. 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.
6. 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.
7. 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.”*

## **The hearing and evidence**

8. A video hearing was held on **14 March 2025** at 10, Alfred Place, London, WC1E 7LR. Mr Almasarir, the Tenant, and the Landlord's representative Mr Mahesh Patel were present.

### Tenant's Submissions

9. The Tenant raised an initial point in relation to the service of the Notice of Increase. The Tenant submitted that this had not been received at the property due to the confusion in postal addresses due to the original property being divided into two properties and this never being formally recognised. As such only the postal address for 42 Windsor Crescent existed and there was nothing for Top Floor Flat, 42 Windsor Crescent.
10. The Tenant did confirm that he had received the email from the managing agent dated **30 September 2024** which had attached a copy of the Notice of Increase.
11. The Tenant went on to set out the disrepair issues that he had experienced at the property. This included water leaks that were still occurring, black mould, the extractor fan not working, foul smell coming from the bathroom and poor wooden flooring condition in the living area of the property.
12. A separate point was made in relation to the property not being compliant from a building regulations perspective and that Brent Council carried out a building control inspection. In addition to this a comment was made in relation to a selective licence application that had been made for the property.
13. The Tenant refuted the claims that access was not provided and confirmed that the managing agent had been provided access to the property twice for inspection purposes.
14. Provided within the Tenant's written submission and reiterated during the hearing, the Tenant advised that the property next door had also been converted and that this was let out for **£1,300** per calendar month. Due to the disrepair matters and the property not being compliant with the local authority, the Tenant submits that this would be a reasonable rate for the property.

### Landlords' Submissions

15. The Landlord's representative began by setting out that it was their understanding that the next property had been currently let for **£1,800** per calendar month. The Landlord's representative reminded the Tribunal that they need to consider the market rent for the property, not just the price of the property next door.

16. With regards to the disrepairs that had been identified, the extractor fan has been repaired. The Landlord's representative advised that this is confirmed by evidence submitted to the Tribunal.
17. It was submitted that the Landlord is unaware of disrepair issues as the Tenant does not communicate these. Furthermore, the Tenant refuses access to the Landlord and this is demonstrated by the solicitor's letter sent to the Tenant dated **15 January 2025** which has been provided to the Tribunal.
18. When asked by the Tribunal if contractors had been refused access and where the evidence is demonstrating this, the Landlord's representative was unable to direct the Tribunal to any evidence of this.
19. It was accepted that whilst Brent Council had attended the property this was in relation to the odour that was reported by the Tenant. There was no follow up or remedial action instructed by the Council to the Landlord.
20. With regards to the heating issues that the Tenant stated, the Landlord has advised the Tenant that he needs to bleed the radiators.
21. The Landlord's representative submits that the Landlord has not been made aware of the mould issue in the property.

### **Inspection**

22. The Tribunal inspected the property on **14 March 2025** in the presence of the Tenant. The Landlord did not attend and was not represented at the inspection. The property is a converted second floor, two-bedroom flat.
23. Central heating is installed throughout the property which was already installed when the tenancy commenced. The property benefits from UPVC double-glazed windows throughout the property.
24. Access to the property is via a ground floor door and set of stairs to the property's own front door.
25. The kitchen is small and comprises wooden cabinets, oven, extractor hood, washing machine and fridge freezer. The boiler for the property is in the kitchen and the area has a window. The ceiling showed signs of water ingress at some point but did not appear to be an active leak at the time of the Tribunal's inspection.
26. The living area is an open space connected directly to the kitchen. This comprises wooden flooring as well together with a large window and radiator. There were loose floor boards throughout this area.
27. The bathroom had tiled floors and walls and contained a corner shower, toilet, sink and tallboy cabinet.

28. The first bedroom contained a double bed and had large windows together with wooden flooring throughout.
29. The second bedroom contained a double bed and the Tenant indicated this was the room that had mould previously in it. At the point of inspection, the Tribunal could not see any signs of mould.
30. The property also has a loft space that is accessed via a set of stairs. This has limited use but can be used for storage. At the time of the inspection there were clear signs of black mould in the corner to the rear of the property and cracks in the wall in the surrounding area.

### **Determination and Valuation**

31. 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.
32. The comparable information provided by both parties is useful in assisting the Tribunal in reaching its decision. The Tribunal has therefore determined a market rent of **£1,700 per** calendar month for the subject property, if it were in good condition.
33. However, there are elements in the subject property that need to be taken into account and reflected via adjustments to the market rent. This includes an unmodernised kitchen, dated nature of the overall flat and the provision of limited white goods. The full valuation is shown below

<b>Market Rent</b>	<b>£/month</b>
	<b>£1,700</b>
<b>Less</b>	
Condition of flooring	) 5%
Black mould	) 5%
Leak damage	) 5%
<b>Total deductions:</b>	<b>£255</b>
<b>Leaves:</b>	<b>£1,445</b>

### **Hardship**

34. 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.

35. No submissions were provided in relation to undue hardship.

### **Decision**

36. The Tribunal determine that the market rent for the subject property is **£1,445** per calendar month. This is effective from **1 November 2024** being the date specified on the Landlord's notice.

**Chairman: Mrs S Phillips MRICS**

**Date: 6 June 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.