



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

Case reference : **TR/LON/00AW/MNR/2025/0655**

Property : **Flat 5, 52 Elsham Road, London, W14 8HD**

Tenant : **Ms Sabah Kouadria**

Landlord : **Property Express Ltd c/o Taylor Rose**

Date of application : **6 January 2025**

Type of application : **Application for determination of market rent following a Notice of Increase served pursuant to Section 13 of the Housing Act 1988.**

Tribunal member(s) : **Mr O Dowty MRICS
Mr L Packer**

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

Date of decision : **4 June 2025**

Date of reasons : **29 July 2025**

REASONS FOR DECISION

Background

1. The tenant lives in the property under a monthly, periodic assured tenancy. The landlord served on the tenant a Notice of Increase, dated **2 December 2024**, proposing to increase the rent at the property from **£1,250** per month to **£2,300** per month with effect from **8 January 2025**.
2. On **6 January 2025** the Tribunal received an application from the tenant, dated that day, referring the landlord's Notice of Increase to the tribunal, challenging the increase and seeking a determination of the market rent.
3. The Tribunal issued directions on **14 March 2025**. The Tribunal's directions invited the parties to provide a reply form and make any other submissions they wished to make. Both parties provided a reply form accompanied by further submissions.
4. The tenant indicated, in their reply form, that they wished the Tribunal to inspect the property – but neither party indicated they wished the Tribunal to hold a hearing in this matter. Accordingly, the Tribunal arranged for an inspection of the property on 4 June 2025, prior to a determination of this matter based on that inspection and the papers provided by the parties otherwise.

The inspection

5. The inspection was a slightly strange affair. Since the service of the notice, and its referral to the Tribunal, the property has been sold by the landlord to a new owner. We were met by Mario Kaiser of the new owner, alongside the tenant. Whilst we were careful to avoid taking evidence related to the matter itself, we discussed the status of Mr Kaiser and his company in relation to this matter. In essence, Mr Kaiser's company, Domus Projects Ltd, purchased the building in February of this year – one month after the tenant's application was made. They have, therefore, to some extent inherited this matter; hence their involvement both at the inspection and, it appears from further review, in providing the reply form on behalf of the landlord.
6. Added to this, the building in which the property is situate is currently undergoing very significant redevelopment works, including to the roof, and it is presently wrapped in scaffolding. These works, however, started after the date provided as the proposed rental increase date in the landlord's notice, 8 January 2025.
7. We explained to the parties at the time that it might be the case that a hearing was necessary to discuss this, but that we would consider the matter. Having done so, we do not see that there is a need for the parties to attend a hearing – which neither of them requested. Whilst

it is certainly an unusual background, it is not one that has – on reflection – any real impact on our decision.

8. Ultimately, our role in this matter is extremely limited: we are simply to determine, in accordance with Section 14 of the Housing Act 1988, the market rental value of the property on the proposed rental increase date of 8 January 2025 provided in the notice of increase. That date is before the current works began, and just because there is a new owner does not mean the existing notice of increase becomes suddenly invalid.
9. The condition of the wider building on our inspection is not representative of its condition at the valuation date of 8 January 2025, and so any comments we might have regarding that condition are largely irrelevant. Relevantly, the subject flat is a 1 bed flat on the second floor of larger, period property.
10. The flat itself is compact, and the layout is a little awkward. It is, in essence, a small 1 bed flat – with a narrow bedroom in which there is a double bed which only allows access to one side of the bed as the other is against the wall. The decoration of the property, by both parties' accounts and our own inspection, is tired and – to quote the, very honest, reply form of the landlord - “worn out”. In addition, the sash cords for the windows in the living room and bedroom are snapped – and the tenant complains, in uncontested evidence, that the intercom/door entry system and communal lights at the building have not worked for some considerable time.
11. Both parties said in their written submissions that the property had single glazing – which is not the case as we saw for ourselves that the property has double glazed sash windows. The level of natural light at the property was low, with no windows in the bathroom at all. It is of course the case that some of that was caused by the fact the property is currently wrapped in scaffolding – but it appeared to us that, given the layout of the property and the size and location of the windows, this was not solely because of the scaffolding.

The law

12. The way in which the Tribunal is to determine a market rent in this circumstance is set out in Section 14 of the Housing Act 1988. That section is too lengthy to quote in its entirety in these reasons. In brief, the tribunal is to determine the rent at which the property might reasonably be expected to let in the open market, on the proposed rental increase date, 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 carrying out improvements which they were not obliged to carry out by the lease or their failure to comply with the terms of the tenancy.

13. Of particular relevance in this case, however, is that Section 14 of The Act provides that we are to determine a rent for the property “which begins at the beginning of the new period specified in the notice”. Our determination is therefore to reflect the condition of the property and the market conditions which prevailed at the proposed rental increase date – in this case **8 January 2025. That date is before the significant works at the subject building began – and accordingly those works fall to be disregarded in the making of our decision.**

Valuation

14. The only evidence we were provided by the landlord relating to the value of the property itself was a - one page of A4 - summary apparently provided by “the Home.co.uk Property Search Engine”. That page contained a number of figures, most of which are not relevant to the matter at hand, but also referred to one bed flats having an average rent of £2,647 per calendar month (pcm) and a median rent of £2,450 pcm in the W14 postcode area. We are grateful for the landlord’s providing us with that evidence, but we did not attach any weight to it. It is unclear how the information has been arrived at, it has not been qualified and in any case offers us nothing to meaningfully consider in relation to the subject property. All it might do was offer us an idea of general rental levels in the W14 area – but that is a very wide area, and we are in any case an expert Tribunal which is already aware of general levels of rental value in the area.
15. The tenant provided a table in her reply form of 6, 1 bed properties “within a quarter of a mile” (referenced only by the name of the street they were on) that were apparently on the market for asking rents ranging from £1,647 to £1,800 pcm. However, there was no other evidence provided regarding those comparables other than the brief comments regarding each of them provided by the tenant. Asking rents carry very little weight as evidence in any case, however in this case we considered this was particularly true as the level of detail we were provided was too low to enable us to meaningfully compare any of them with the subject.
16. Accordingly, we considered the value of the property in line both with the submissions of the parties and our expert knowledge of rental values in the local area. We considered that the property might be expected to let for £1,750 pcm were it let in a good condition and on the terms considered usual for such a letting at the date of the proposed rental increase on 8 January 2025. That value reflects the size, layout and arrangement of the property.
17. From that level of value, we deducted 15% to account for the condition of the property and the common parts at the proposed date of increase. In particular, with regard to the broken sash cords in the windows, the “worn out” internal standard and the tenant’s uncontested complaints regarding the communal parts lighting and

intercom. The tenant did complain at the inspection of an issue with drainage of the kitchen sink, but – as we explained at that inspection – we cannot take evidence on inspections and nothing was said about this in the tenant’s written submissions. In addition, and partly because we cannot take evidence on inspection which meant we didn’t ask clarifying questions, it was not entirely clear what the purported issue was.

18. This produces a value of £1,490pcm, as shown in the valuation below:

Market Rent	£1,750	pcm
LESS 15% Condition	-£262.50	
Total	£1,487.50	pcm
SAY	£1,490	pcm

Effective Date

19. As set out in Section 14(7) of the Housing Act 1988, the effective date of a Tribunal determination under that section is the rent increase date that was provided in the landlord’s Notice of Increase – unless it appears to the Tribunal that this would cause the tenant undue hardship. In those circumstances, the Tribunal may adopt a later effective date for its determination, being not later than the date on which the determination is made.

20. The tenant did not raise any issue as to hardship. Accordingly, we determined that the rent would take effect from the date proposed in the landlord’s notice of increase, **8 January 2025**.

Decision

21. Pursuant to the considerations above, we determined a rent of **£1,490 per calendar month** in this matter, such rent to take effect from **8 January 2025**.

Valuer Chairman: Mr Oliver Dowty MRICS
Dated: 29 July 2025

ANNEX - 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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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. **Please note that if you are seeking permission to appeal against a decision made by the Tribunal under the Rent Act 1977, the Housing Act 1988 or the Local Government and Housing Act 1989, this can only be on a point of law.**

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