



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

**Case Reference** : **CAM/26UK/MNR/2025/0676**

**Property** : **56 Victoria Road  
Watford  
WD24 5AZ**

**Applicant Tenants** : **Cherry Parsons and Henry Moffatt**

**Representative** : **ARKrights Solicitors**

**Respondent Landlord** : **Pavitra Kothandaraman &  
Ramanarayanan Balachandran**

**Representative** : **Your Move**

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

**Tribunal Members** : **Mr I R Perry FRICS**

**Date of Inspection** : **None, determined on the papers**

**Date of Decision** : **29<sup>th</sup> July 2025**

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**DECISION**

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## **Summary of Decision**

1. On 29<sup>th</sup> July 2025 the Tribunal determined a market rent of £1,600 per month to take effect from 2<sup>nd</sup> May 2025.

## **Background**

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 7<sup>th</sup> March 2025 Landlords Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,600 per month, in place of the existing rent of £1,250 per month, to take effect from 2<sup>nd</sup> May 2025. The notice complied with the legal requirements.
4. On 29<sup>th</sup> April 2025 the Tenants applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. The Tribunal does not routinely consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
6. The Tribunal issued Directions on 2<sup>nd</sup> May 2025 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations. The parties were invited to make submissions which could include photographs or videos.
7. Both Parties submitted papers setting out their respective case which were copied to the opposite party.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal determined the case on 29<sup>th</sup> July 2025 based on the written representations received.
9. The parties have been in dispute over outstanding maintenance works, rent arrears, access for repairs and condition of the property. Personal circumstances or rent arrears are not within the Tribunal's jurisdiction and no comment is made regarding these disputes.
10. These reasons address **in summary form** the key issues raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

## **The Law**

### **S14 Determination of Rent by First-tier Tribunal**

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the 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.
- (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 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.

### **The Property**

- 11. Within their application the Tenants describe the property as a terraced house comprising 2 bedrooms, one living room and one bathroom. The Tenants state that they have improved the property by installing vinyl wrap to the kitchen sides. The Tenants also state that there is no double glazing and that neither carpets or curtains are provided.
- 12. The property is situated within a residential area of similar housing, close to the centre of Watford and within reach of all main amenities. There is on-street Permit parking.
- 13. The Landlords provide a floorplan showing the accommodation to comprise a Porch, Living Room One opening into Living Room Two opening into a Kitchen opening into a Bathroom with WC all at ground level. At first floor level a landing gives access to 2 double Bedrooms. There is a third small Bedroom accessed through Bedroom Two.
- 14. The Energy Performance Rating for the property is 'D' and the certificate states that the floor area is some 73 sq.mtrs, that there is gas-fired central heating and double-glazed windows.
- 15. The Landlords state that there is a small front garden and a rear garden with pedestrian access.

### **Submissions**

- 16. The initial tenancy began on 2<sup>nd</sup> august 2021 at a rent of £1,250 per month which has not previously been increased.
- 17. In a Tenant's submission dated 6<sup>th</sup> June 2025 Miss Parsons provides a long list of defects and repair issues supported by a Court appointed Joint Expert surveyor Mr Paul Barnes MCIOB ACIEH MEWI AssocRICS.
- 18. Mr Barnes report is dated 28<sup>th</sup> May 2024 and is based on an inspection dated 15<sup>th</sup> May 2024.
- 19. The survey report refers to the property as being two/three-bedroomed two-storey terraced house and confirms that windows are double glazed. The report confirms several repair issues including:- damp walls and mould growth in

several rooms, mostly around window areas; blocked or broken guttering causing damage to internal plaster; defective bath panel; rising damp; rodent infestation; overhaul needed of doors and windows. The cost of works estimated was £3,305 plus VAT.

20. A Court Order dated 7<sup>th</sup> February 2025 noted that the Parties had agreed to settle a dispute contingent upon repair works being completed by 31<sup>st</sup> March 2025.
21. By an email dated 13<sup>th</sup> March 2025 the Tenants' solicitor wrote to the Landlords' solicitor outlining various repairs that were still outstanding. In her reply to the Tribunal Miss Parsons says that 2 window blinds have been removed and not replaced, that there are some outstanding minor repair issues and that Bedroom 3 has no heating. Miss Parsons also states that mould is an ongoing issue which is often the case in properties of this age and type.
22. ARKrights wrote to the Tribunal on 8<sup>th</sup> May 2025 to say that they were not acting for the Tenant in respect of this rent case.
23. In their submission dated 12<sup>th</sup> June 2025 and received by the Tribunal on 13<sup>th</sup> June 2025 the Landlords states that works agreed as part of the Court Order have been completed. An invoice from Jordon Cooper for mould cleaning was supplied.
24. The Landlord also supplied a copy of an inspection undertaken by Your Move, with photographs which showed the condition of the property as viewed on 17<sup>th</sup> March 2025 to be in generally in fair condition and an email from Pisau Marian of Open Windows dated 3<sup>rd</sup> March 2025 to confirm that the windows had been overhauled and a new kitchen door fitted.
25. A further invoice dated 1<sup>st</sup> February 2025 was provided from Kane Building Services was provided which relates to treatment of walls for mould and some repainting. A further invoice from Ultimate Pest Force Ltd shows that work to control rodents was completed on 27<sup>th</sup> November 2024.
26. The Tribunal was also provided with an inventory and schedule of condition at the beginning of the tenancy in 2021 when the property is described as professionally cleaned, in good decorative order-freshly painted, carpets and flooring in brand new condition and all other features in good or freshly painted condition. Photographs testify to this.

### **Consideration and Valuation**

27. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having read and considered the papers with attached photographs it decided that it could do so.
28. The Tribunal is required to determine 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. The personal circumstances of the Parties are not relevant to this issue.

29. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Watford, the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £1,750 per month. This takes into account the access to the third bedroom is through Bedroom Two.
30. Such an open market letting would be for a tenantable property in good order with the Landlord responsible for internal decoration and on the basis that carpets/flooring, curtains/blinds and white goods would all be provided by the Landlord.
31. The Tribunal finds that the property was in good or fair condition at the start of the tenancy as evidenced by the inventory and schedule of condition. The Landlord has carried out repairs in 2024/2025 but there remain some minor issues or 'general wants of repair' and the house remains susceptible to cold, condensation and black mould.
32. Using its experience the Tribunal decided that an adjustment of £50 per month should be made to reflect the ongoing repair issues and a further 3100 per month to reflect the cold/mould problems. Accordingly, the Tribunal determines that a new rent of £1,600 per month shall take effect from the 2nd May 2025, this being the date specified in the Notice.
33. The Tenant made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenant undue hardship.

### **Determination**

34. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £1,600 per month.
35. The Tribunal directed that the new rent of £1,600 per month should take effect from 2<sup>nd</sup> May 2025 this being the date specified in the notice.

### **RIGHTS OF APPEAL**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to [rpsouthern@justice.gov.uk](mailto:rpsouthern@justice.gov.uk) as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.

2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

## Notice of the Tribunal Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)

Housing Act 1988 Section 14

### Address of Premises

56 Victoria Road  
Watford  
WD24 5AZ

### The Tribunal members were

Mr I R Perry BSc FRICS

### Landlord

Pavitra Kothandaraman & Ramanarayanan Balachandran

### Address

Monmouth House  
99 The parade  
High Street  
Watford  
WD1 1LT

### Tenant

Miss C Parsons and Mr H Moffatt

1. The rent is:£

£1,600

Per

Month

(excluding water rates and council  
tax but including any amounts in  
paras 3)

2. The date the decision takes effect is:

2<sup>nd</sup> May 2025

\*3. The amount included for services is/is  
negligible/not applicable

n/a

Per

n/a

\*4. Service charges are not included

5. Date assured tenancy commenced

2<sup>nd</sup> August 2021

6. Length of the term or rental period

Monthly

7. Allocation of liability for repairs

Landlord

8. Furniture provided by landlord or superior landlord

9. Description of premises

3-bedroom inner terraced house

Chairman

Mr I Perry BSc  
FRICS

Date of Decision

29<sup>th</sup> July 2025