



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

Case Reference : **LON/00AE/MNR/2025/0824**

Property : **20 Central Road, Wembley, HA0
2LH**

Tenant : **Mr Chintan Zaveri**

Landlord : **Mr Harshad Patel**

Type of Application : **Section 13 Housing Act 1988**

Tribunal Members : **Ms S Beckwith MRICS
Mr N Miller
Judge Richards-Clarke**

**Date and venue of
Consideration** : **2 October 2025 at 10 Alfred Place,
London, WC1E 7LR**

Date of Reasons : **7 October 2025**

DECISION

The Tribunal determines a rent of £2,250 per calendar month with effect from 10 May 2025.

REASONS

Background

1. On 31 March 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,500 per calendar month in place of the existing rent of £1,700 per calendar month to take effect from 10 May 2025.
2. On 1 May 2025, 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 1 May 2025.
3. The Tribunal issued Directions dated 25 July 2025 with regards to determination of the rent, setting out a timetable for submissions and return of Reply forms.
4. Both parties returned their Reply forms and submitted written evidence. The Tenant requested a hearing and inspection. A video hearing was held on 2 October 2025. The Tenant, Mr Zaveri, attended and was joined by his wife. The Landlord, Mr Patel, attended with his daughter, Ms Patel, who spoke on his behalf.
5. In written submissions and at the hearing, the Tenant attempted to raise issues not pertaining to the market rent. The Tribunal explained to the Tenant that it could only consider the issue of the appropriate market rent level for the Property under the terms of the Tenancy Agreement.

Law

6. The law is found in section 14 of the Housing Act 1988 ('the 1988 Act'), which, insofar as is relevant to this application, provides:

14 Determination of rent by tribunal

(1) [...] 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—
[...]*

(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.

(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 appropriate tribunal may direct.

The Inspection and Property

7. The Tribunal Inspected the Property on 2 October 2025. The Tenant Mr Zavari and his wife were present. Mr Patel and his daughter attended on behalf of the Landlord. There were four further residents present in the Property.
8. The Property is a two storey, semi-detached house in a residential area of north London. Sudbury and Harrow Road mainline station lies less than a quarter of a mile to the north. Sudbury Town underground station is a similar distance to the south.
9. On the ground floor is a large front room with bay window, currently occupied as a bedroom, but would usually be considered a living room. The middle room is also currently used as a double bedroom, but could be a second reception room.
10. To the side is a lean-to extension with corrugated roof. This is used as a utility room. Off this room is a bathroom with shower, WC and sink. The bathroom fittings are stained and worn.
11. To the rear of the ground floor is a large kitchen. It has two ovens, a hob and two sinks. One of the sinks has duct tape surrounding it and there was water staining in the cupboard below. The lino floor is worn. To the rear of the kitchen is an extension, which is up one step and separated from the kitchen by a single glazed sliding door. This room is used as a dining room.
12. The first floor is accessed via carpeted stairs. On the first floor are three double bedrooms and a bathroom. The bathroom has a bath with shower over, sink and WC. It is dated with stained fittings and tiles.
13. There is a private garden accessible from the rear of the property and from an external side entrance.
14. The Property has central heating and double-glazed windows. The Landlord has provided the floor and window coverings and white goods.
15. The current use of the rooms and a licence displayed in the hallway confirm that the Property is being used as a House in Multiple Occupation (HMO).

The Tenant's Case

16. Mr Zaveri submits that the Property is in poor condition and not well maintained by the Landlord. Whilst some minor decorative works have been undertaken, these are cosmetic. He submits that the heating system is not efficient or effective and one heater in the dining room does not work at all. The heating system is old and whilst the recent painting may have made them look new outside, they are dusty inside.
17. When questioned, Mr Zaveri confirmed that he had raised general issues with the heating system with the Landlord, but had not advised him that the dining room radiator was not working.
18. The kitchen sink is leaking and not waterproof, which has resulted in damage underneath.
19. Mr Zaveri confirms that he has not been able to maintain the garden due to ill health.
20. He submits that the evidence provided by the Landlord is new build, better specification properties. Mr Zaveri's evidence includes:
 - Ayrton House – a 3 bed, 1 reception, 1 bathroom flat being marketed for £1,900 per calendar month
 - Bridgwater Road – a 3 bed, 1 reception, 1 bathroom house being marketed at £1,700 per calendar month
 - Rosebank Avenue – a 3 bed, 2 reception, 3 bathroom house being marketed at £1,800 per calendar month.
21. Mr Zaveri's case is that the Property is not well maintained and therefore, supported by the evidence above, the existing rent of £1,700 per calendar month is correct.

The Landlord's Case

22. Ms Patel on behalf of the Landlord submitted that the heating system had been deep cleaned and serviced six months ago. The heating system is in working condition, but may take some time to heat up. As confirmed by the Tenant, they have not been advised about the issue with the dining room radiator.
23. Work was also undertaken to the kitchen sink at that time, including replacement of the worktop and tap. They have not been advised of any issues since.

24. The dust issue in the Property is the responsibility of the Tenant, because they do not clean properly. The garden is likewise the responsibility of the Tenant. Neither of these issues should affect the market rent.
25. The Landlord's evidence pertaining to three-bedroom properties is:
- Fishers Way – a 3 bed, 1 reception, 3 bathroom house being marketed for £3,500 per calendar month. This is a new, high specification property.
 - Harrow Road – a 3 bed, 1 reception, 1 bathroom maisonette being marketed at £2,500 per calendar month.
 - District Road – a 3 bed, 2 reception, 1 bathroom house being marketed at £2,600 per calendar month.
26. The Landlord highlights that the Tenant's comparable Rosebank Avenue, the rent is listed as £1,800 per calendar month because the terms of the agreement make the Tenant, rather than the Landlord, responsible for upgrading the property. The listing states that otherwise the property would rent for £2,500 per calendar month.
27. In respect of Bridgewater Road, the Landlord suggests this comparable was let in 2022 and is therefore old and not relevant to the current market rent.
28. Ms Patel submits that the comparables highlighted show the appropriate market rent for the Property's size, location and current condition is £2,500 per calendar month.

Determination and Valuation

29. The Tribunal has carefully considered the written submissions provided by both parties, the oral submissions and evidence given by the Landlord and Tenant at the hearing, and their own observations from the inspection.
30. The Tribunal has assessed the rent on the basis of an assured tenancy on a three bedroom Property, assuming the ground floor offers a living room, additional reception room, kitchen, plus the additional utility and bathroom and rear dining room.
31. The Tribunal noted that the Property is being used as a HMO, which will have contributed the general level of wear and tear at the Property given the number of people in occupation. The Tenant had not reported recent issues with the dining room radiator and sink to the Landlord.
32. The maintenance of the garden is the Tenant's responsibility under the terms of the Tenancy Agreement. The general condition of the garden

has not been taken into account in arriving at the appropriate rent for the Property.

33. The Tribunal notes that the listing for Bridgewater Road states that this is available from 28 September 2022 and therefore the Landlord's submission that this is old is accepted.
34. The listing for Rosebank Avenue states that prospective tenants are asked to undertake painting, loft ceiling repair, changing the stairs carpet and small other repairs.
35. The Tenant's comparable at Ayrton House is a flat in a different part of Wembley, over a mile from the Property.
36. Having consideration of the evidence submitted by the parties and our own expert, general knowledge of rental values in the area, we consider that the open market rent for the Property in good and tenable condition would be in the region of £2,500 per calendar month.
37. From this starting point, we have made adjustments in relation to:
- The poor quality of the side utility room and bathroom.
 - The dated nature of the bathrooms.
38. The full valuation is shown below:

		Per calendar month
MARKET RENT		£2,500
<i>Less</i>		
Poor quality side rooms	)	
Dated bathrooms	) approx. 10%	<u>£250.00</u>
Market rent less deductions		<u>£2,250.00</u>
ADJUSTED MARKET RENT		£2,250

39. The Tribunal determines a rent of £2,250 per calendar month.

Decision

40. The Tribunal therefore 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 £2,250 per calendar month.

41. The Tribunal directs the new rent of **£2,250 per calendar month** to take effect on **10 May 2025**, this being the date as set out in the Landlord's Notice of Increase.

Chairman: Ms S Beckwith MRICS Date: 7 October 2025

APPEAL PROVISIONS

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).