



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

Case Reference : **LON/ooAQ/MNR/2025/0751**

Property : **35 Clewer Crescent, Harrow, HA3 5QA**

Tenant : **Sara Ladha & Muhammed Talha Malik**

Landlord : **Clever Crescent Limited c/o Hinton Residential**

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

Tribunal Members : **Ms S Beckwith MRICS
Mr N Miller**

Date and venue of Consideration : **6 October 2025 at 10 Alfred Place, London, WC1E 7LR**

Date of Reasons : **21 October 2025**

DECISION

The Tribunal determines a rent of £2,000 per calendar month with effect from 26 March 2025.

REASONS

Background

1. On 26 February 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,100 per calendar month in place of the existing rent of £1,850 per calendar month to take effect from 26 March 2025.
2. On 25 March 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 25 March 2025.
3. The Tribunal issued Directions dated 25 June 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 hearing was held on 6 October 2025. The Landlord was represented by Ms Hinton and Ms Scanlon of Hinton Residential.
5. The Tenants, Ms Ladha and Mr Malik, had not arrived ten minutes after the hearing was scheduled to start. The Tribunal decided to proceed with the hearing, the Tenants having been given adequate notice. The Tenants subsequently arrived at the hearing and were able to participate and present their arguments.

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 6 October 2025. The Tenants Ms Ladha and Mr Malik were present. Ms Hinton and Ms Scanlon attended on behalf of the Landlord.
8. The Property is a two storey, semi-detached house in a residential area of north London. It has a front drive and rear garden. There is central heating and double glazing throughout the Property, except where noted otherwise below. The Landlord has provided the floor and window coverings and white goods.
9. On the ground floor is a double front room, running from the front to the back of the Property. There are sliding doors giving access to the garden.
10. To the right side of the ground floor is a narrow galley kitchen. The front of the cupboards have come off in places. There is a fridge-freezer behind cupboard doors which do not match the rest of the kitchen.
11. The first floor is accessed via carpeted stairs. It comprises three bedrooms, two doubles and one single room. There is some evidence of staining to the ceilings and mould around the windows.
12. The bathroom has secondary glazed windows in very poor condition. There is significant evidence of mould. There is a shower over a bath, sink and WC.

The Tenant's Case

13. Ms Ladha submits that there are numerous maintenance issues with the Property. The back door is mouldy, the wood is chipping off, there are nails protruding and water gets in. The kitchen window is mouldy and doesn't open. The front door has gaps and cold air comes in. Likewise an upstairs window has gaps and allows wind to come in. This means that their family do not sleep upstairs.
14. When questioned, Ms Ladha confirmed that the central heating does work, but it is an old boiler and they use electric heaters to supplement it.
15. There are issues with the cold water, which means it does not come out in the summer. An engineer resolved this issue via some manual

intervention that the Tenants have to undertake themselves, however, they have asked for the tank to be changed as it is too small.

16. There is an issue with the bathroom sink in that there is nothing underneath it to support it. They have asked for a cabinet.
17. The Tenants have not presented any specific comparable evidence. They submit that the market has gone down. If all the issues were fixed, they believe the market rent would be £1,950 per calendar month. In its current condition, the Property is worth £1,850 per calendar month.

The Landlord's Case

18. Ms Hinton on behalf of the Landlord submitted that issues with the doors reported by the Tenant had been investigated by the two contractors and deemed cosmetic and safe.
19. There is outstanding maintenance on the roof, which has been investigated, but contractors have not yet been instructed to repair. She believes this is an issue with a slipped tile, which is not causing any leaks or issues internally.
20. In respect of issues with condensation, contractors have investigated and determined that this is an issue with the Tenants' lifestyle and lack of ventilation. The central heating is checked every year.
21. The carpets were replaced before the Tenant moved in in 2022 and the oven has been replaced recently. There are no reported issues with other white goods.
22. Ms Hinton submits that any other major issues reported by the Tenants have been fixed. With respect to the various issues raised as outstanding by the Tenants, they submit that no contractors would leave the Property in a dangerous condition. Were the Property to be relet, the kitchen and bathroom would not need to be replaced, it would be a matter of redecoration only.
23. The Landlord's evidence pertaining to three-bedroom properties is:
 - 47 Weald Lane – let at £2,400 per calendar month.
 - 119 Carmelite Road – let at £2,300 per calendar month.
 - 75 Sefton Avenue – let at £2,200 per calendar month.
 - 14 Hitherwell Drive – let at £2,200 per calendar month.
 - 14 Stoxmead – let at £2,200 per calendar month.
 - 112 Hampden Road – let at £2,000 per calendar month.
 - 23 Hampden Road – marketed for £2,375 per calendar month.
 - Windsor Road – marketed for £2,300 per calendar month.

- 85 Windsor Road – marketed for £2,300 per calendar month.

24. The rents achieved reflect the relative size and condition of the comparables.

25. The Landlord highlights that the Tenants made offers on two comparable properties in the area:

- 50 The Avenue – offered £2,400 per calendar month. Similar size, excellent condition.
- 13 Lorraine Park – offered £2,450 per calendar month. Smaller property but with two bathrooms and in a good condition.

26. Ms Hinton confirms these properties were let at the levels offered by the Tenants.

27. Ms Hinton submits that the full market value of the Property in its current condition based on the comparables is £2,250 per calendar month, however, the Landlord has only proposed £2,100 per calendar month.

Determination and Valuation

28. 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.

29. The Tribunal was not persuaded that the Tenants do not sleep upstairs, the bedrooms all having beds and appearing to be used. The levels of mould in the bedrooms were not found to be significant or unusual and the Tribunal accepts the Landlord's contention in this respect.

30. The Tribunal found the door and window in the utility room to be of poor quality which would have an impact on thermal efficiency. The bathroom was of poor quality, especially the window and the evidence of mould in this room was significant. The kitchen did not present well and would require work before being of a standard expected for a new letting.

31. 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 tenantable condition would be in the region of £2,350 per calendar month.

32. From this starting point, we have made adjustments in relation to:

- The poor quality of the utility room, including issues with window and door.
- The poor quality of the bathroom, including condition of the window and issues with mould.
- The issues in the kitchen with broken and mismatched cupboards.

33. The full valuation is shown below:

| | Per calendar month |
|-----------------------------|--------------------|
| MARKET RENT | £2,350 |
| <i>Less</i> | |
| Poor quality utility room |) |
| Poor quality bathroom |) approx. 15% |
| Other wants of repair |) |
| Market rent less deductions | <u>£352.50</u> |
| ADJUSTED MARKET RENT | <u>£1,997.50</u> |
| | £2,000 |

34. The Tribunal determines a rent of £2,000 per calendar month.

Decision

35. 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 £2,000 per calendar month.

36. The Tribunal directs the new rent of **£2,000 per calendar month** to take effect on **26 March 2025**, this being the date as set out in the Landlord's Notice of Increase.

Chairman: Ms S Beckwith MRICS Date: 21 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).