



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

**Case reference** : **JD/LON/00AP/MNR/2025/0732**

**Tenants** : **Rosemarie Teves & Siobhan McGearey**

**Representation** : **In person**

**Landlord** : **Mehmet Demir through his agent, Filey Properties Ltd**

**Representation** : **Alex Umut Sevine**

**Property** : **86 Warwick Gardens, London N4 1JA**

**Date of hearing and inspection** : **25<sup>th</sup> September 2025**

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

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**DECISION**

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1. By an undated agreement, Mr Demir granted an assured shorthold tenancy to Ms Teves, Ms Mcgeary and a Miss Shejda Doci for a term of one year from 1<sup>st</sup> September 2022 to 31<sup>st</sup> August 2023 at a rent of £2,100 per month.
2. On 27<sup>th</sup> February 2025, Filey Properties Ltd, Mr Demir's agents, served a notice pursuant to section 13(2) of the Housing Act 1988 addressed to Ms Teves and Ms Mcgeary (Ms Mcgeary being called Teves-Mcgeary in the notice). The notice was not address to Ms Doci. The notice gave notice of increasing the rent from £2,100 per month to £3,250 per month with effect from 1<sup>st</sup> April 2025.

3. By an application pursuant to section 13(4) of the 1988 Act, received by the Tribunal on 11<sup>th</sup> March 2025 Ms Teves and Ms Mcgeary referred the proposed rent increase to the Tribunal. The Tribunal held a hearing on 25<sup>th</sup> September 2025 and later that inspected the property.
4. The Tribunal is obliged to consider whether it has jurisdiction to consider the application. Section 13(2) of the 1988 Act requires that the notice be served on “the tenant”. Under section 6(c) of the Interpretation Act 1978 “words in the singular include the plural”. Thus the requirement in section 13(2), where there are more than one tenant, is to serve “the tenants”.
5. In the current case, there is no evidence that Ms Doci ceased to be a tenant under the tenancy agreement and under the continuation of the agreement following the holding over by the tenants. We find as a fact that she continues to be a tenant.
6. In these circumstances, the section 13(2) notice served on the landlord’s behalf by Filey Properties Ltd is a nullity. Accordingly, we have no jurisdiction to determine the rent. The rent continues to be payable at £2,100 per month.
7. However, if the matter goes further, we should express our view on the rent which we would otherwise have ordered. The property is a mid-terraced two-storey house, probably late Victorian or Edwardian. It is situated in a quiet residential road in a densely developed suburban area with local shopping and transport areas a short distance away. There are parking facilities in marked bays in the road. There is a garden at the back.
8. The accommodation comprises - Ground Floor - Hallway, living room (front) with historic problems of mould and rising damp - but nothing is currently visible. Behind this is a small room currently used as a bedroom. Behind that is a small kitchen with an external side door to the garden and another giving access to a small room to the rear. This living/dining room has a problem with rising damp in various areas. First floor - front bedroom (not currently used as such). Mould was visible on the bay window wall and on the ceiling. There is also evidence of water ingress to a party wall from the roof. There is a middle bedroom, separate WC with wash basin, small bathroom and WC and a rear bedroom which appeared to have inadequate heating. White goods and some furniture is provided by the Landlord.
9. The landlord was granted an HMO licence for the property on 19<sup>th</sup> May 2025, in other words after 1<sup>st</sup> April 2025, when we would have to assess the market rental, if we had jurisdiction. Mr Sevine accepted that it took about six months to carry out the works which the local authority required to grant the licence. We infer that at 1<sup>st</sup> April 2025 the problems were still such that no licence would on that date have been granted.
10. Since then, on 17<sup>th</sup> September 2025, the local authority has served an improvement notice on the landlord. We have to determine the market rent as at 1<sup>st</sup> April 2025, so the improvement notice cannot affect what we would have determined as at 1<sup>st</sup> April 2025. Going forward, however, unless and

until the improvement notice is complied with, the property will in practice be very difficult to let.

11. We have considered the comparables put forward by the landlord. These are largely for asking prices for larger or better-quality properties and would justify the £3,250 per month rent sought by the landlord, if the property was in good condition without the problems we have identified. However, although the instant property could be considered a four-bedroom property, in fact due to the problems of damp and mould, the reality is that it can in our judgment only be treated a three-bedroom property and the three-bedroom properties are in our judgment the proper comparators.
12. We found of assistance the following comparators: Bankside Place, Vale Terrace N4: 3 bedroom, 2 bathroom, 1970's construction, asking price £2,500 per month; Ritches Rd N15, 3 bedroom, 1 bathroom, mid-terrace, asking price £2,300 per month; and Ashfield Rd N4, 3 bedroom newly refurbished, asking price £2,500 per month but "let agreed" (at an unknown price).
13. In our judgment £2,100 per month would remain the appropriate market rent as at 1<sup>st</sup> April 2025.

### **DECISION**

**The notice served on the tenants is invalid, so the Tribunal has no jurisdiction to determine the rent.**

**Signed: Judge Adrian Jack**

**Date: 29<sup>th</sup> September 2025**

### **LEGISLATION: HOUSING ACT 1988**

#### **13 Increases of rent under assured periodic tenancies.**

(1) This section applies to—

(a) a statutory periodic tenancy other than one which, by virtue of paragraph 11 or paragraph 12 in Part I of Schedule 1 to this Act, cannot for the time being be an assured tenancy; and

(b) any other periodic tenancy which is an assured tenancy, other than one in relation to which there is a provision, for the time being binding on the tenant, under which the rent for a particular period of the tenancy will or may be greater than the rent for an earlier period.

(2) For the purpose of securing an increase in the rent under a tenancy to which this section applies, the landlord may serve on the tenant a notice in the prescribed form proposing a new rent to take effect at the beginning of a new period of the tenancy specified in the notice, being a period beginning not earlier than—

(a) the minimum period after the date of the service of the notice; and

- (b) except in the case of a statutory periodic tenancy—
  - (i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the first period of the tenancy began;
  - (ii) in any other case, on the date that falls 52 weeks after the date on which the first period of the tenancy began; and
- (c) if the rent under the tenancy has previously been increased by virtue of a notice under this subsection or a determination under section 14 below—
  - (i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the increased rent took effect;
  - (ii) in any other case, the appropriate date.
- (3) The minimum period referred to in subsection (2) above is—
  - (a) in the case of a yearly tenancy, six months;
  - (b) in the case of a tenancy where the period is less than a month, one month; and
  - (c) in any other case, a period equal to the period of the tenancy.
- (3A) The appropriate date referred to in subsection (2)(c)(ii) above is—
  - (a) in a case to which subsection (3B) below applies, the date that falls 53 weeks after the date on which the increased rent took effect;
  - (b) in any other case, the date that falls 52 weeks after the date on which the increased rent took effect.
- (3B) This subsection applies where—
  - (a) the rent under the tenancy has been increased by virtue of a notice under this section or a determination under section 14 below on at least one occasion after the coming into force of the Regulatory Reform (Assured Periodic Tenancies)(Rent Increases) Order 2003; and
  - (b) the fifty-third week after the date on which the last such increase took effect begins more than six days before the anniversary of the date on which the first such increase took effect.
- (4) Where a notice is served under subsection (2) above, a new rent specified in the notice shall take effect as mentioned in the notice unless, before the beginning of the new period specified in the notice,—
  - (a) the tenant by an application in the prescribed form refers the notice to the appropriate tribunal; or
  - (b) the landlord and the tenant agree on a variation of the rent which is different from that proposed in the notice or agree that the rent should not be varied.
- (5) Nothing in this section (or in section 14 below) affects the right of the landlord and the tenant under an assured tenancy to vary by agreement any term of the tenancy (including a term relating to rent).

## **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 to 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) and (3B) [Omitted]

(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 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 shall make their determination under this section as if the rates were not so borne.

(6) [Omitted]

(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.

(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.