



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

Case Reference : **CAM/26UK/MNR/2025/0726**

Property : **26 Chalkdell House
42 Loweswater Close
Watford
WD25 0TA**

Applicant Tenant : **Mr Andisheh Zolfagharzdehn**

Representative : **None**

Respondent Landlord : **Ms Prema Obrady**

Representative : **Connells Residential Lettings**

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 : **27th October 2025**

Date of Decision : **27th October 2025**

DECISION

Summary of Decision

1. On 27th October 2025 the Tribunal determined a market rent of £1,100 per month to take effect from 29th September 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 5th August 2025 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,200 per month in place of the existing rent of £900 per month, to take effect from 29th September 2025. The notice complied with the legal requirements.
4. On 14th August the Tenant 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 hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits hearing.
6. The Tribunal issued Directions on 18th August 2025⁴ 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 made representations which were copied to the other party.
8. Neither party objected to the matter being determined without an oral hearing, so the Tribunal inspected the property and determined the case on 27th October 2025 based on the representations received.
9. These reasons address 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.

Submissions

10. The initial tenancy began on 29th March 2020 at a rent of £850 per month.
11. The Tenant states that the flat is not refurbished, refers to leaks through the roof in the past that have caused some flooring to expand so that doors scrape, and some staining to ceilings and considers the fittings to be outdated.
12. The Tenant further states that the bedroom is a single only, that the lift is unreliable, that he has provided some curtains and furnishings and that there is no central heating.
13. The Tenant also provides a list of asking rents of comparable properties which he then seeks to adjust for the factors above and apply statistical weighting to suggest a new rent of £972 per month.
14. The Landlord's Agent states that there is central heating and that carpets, curtains and white goods are all provided.
15. The Agent provides a list of comparable asking rents for one-bedroom flats ranging from £1,200 to £1,350 per month.

The Property

16. The Tribunal inspected the property on 27th October 2025 with the Tenant and Mr Mihai Vilceanu of Connells.
17. The property is a second floor flat within a purpose-built block, itself within a mixed residential area on the north side of Watford, about 2.5 miles from the centre of the town. The block was built about 20 years ago.
18. A common entrance hall gives access to the flats within the block with stairs and a lift to the upper floors.
19. Internally the flat comprises a hall with boiler cupboard, living room, kitchen, double bedroom and bathroom with WC. Outside there is a single nominated parking space together with communal visitor spaces and bin store.
20. Windows are double glazed, and heating is from a gas-fired boiler. Floorings are mostly laminate wood block or tile, but with carpet in the bedroom. A sofa was provided at the beginning of the tenancy.
21. The common areas were found to be in fair condition.
22. The kitchen and bathroom fittings are original. The decorations within the flat are in fair condition.
23. The flat is within the eaves of the building so that ceilings in the living room and bedroom are sloping which reduces the effective floor area.

Consideration and Valuation

24. 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 inspected the property and read and considered the papers it decided that it could do so.
25. 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.
26. The Tribunal notes that both Parties seek to rely on asking rents as advertised on Rightmove or Zoopla rather than providing evidence of actual rents achieved.
27. 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 £1,200 per month.
28. 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, curtains and white goods would all be provided by the Landlord.
29. The Tribunal considered the representations from the parties and based on its own inspection determines that the property does have central heating, that the bedroom is fairly described as being a 'double', that the internal condition is in reasonable order and that the internal floor space is compromised by sloping ceilings
30. In addition, the Tribunal noted that the internal fittings are slightly dated, that there are some minor repair issues causing doors to scrape and some staining of internal decoration from a historic leak.
31. The Tribunal determined that an adjustment to the full open market rent of £100 per month should be made to reflect these issues.
32. 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

33. 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 £1,100 per month.
34. The Tribunal directed that the new rent of £1,100 per month should take effect from 29th September 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 rpeastern@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.