



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

**Case Reference** : **TR/LON/00AE/MNR/2025/0676**

**Hearing Type** : **By Way of Written Representations**

**Property** : **79 Central Road, Sudbury Town, London, HA0 2LQ**

**Applicant** : **Sandeesh Karekar (Tenant)**

**Respondent** : **Dr Vipul Patel, Mrs Bhabeshri Patel (Landlord)**

**Type of Application** : **Referral in Respect of Market Rent Under Section 13 of the Housing Act 1988**

**Tribunal Members** : **J.A. Naylor FRICS  
Valuer Chairman**  
  
**Mr O Miller  
Tribunal Member**

**Date of Hearing** : **No hearing took place.**

**Date of Inspection** : **A limited inspection was completed on 24<sup>th</sup> October 2025.**

**Date of Full Reasons** : **3<sup>rd</sup> November 2025**

**STATEMENT OF FULL REASONS ON AN APPLICATION FOR  
DETERMINATION OF A MARKET RENT UNDER S. 13 AND 14 OF THE  
HOUSING ACT 1988.**

## **REASONS**

### **Background**

1. On 4<sup>th</sup> September 2025, the Landlord served a Notice under Section 13(2) of the Housing Act 1988 proposing an increase in the rent of the above property from the passing rent of £1,400 per month to £2,200 per month.
2. On 10<sup>th</sup> October 2024, the Tenant made an application to the Tribunal for the determination of a market rent.
3. The original tenancy was believed to have begun 25<sup>th</sup> July 2019.
4. By way of a letter dated 4<sup>th</sup> April 2025 the Tribunal issued directions, amended 4<sup>th</sup> July 2025. These required the Landlord to provide details of evidence on which they wished to rely by way of reply by 29<sup>th</sup> July 2025. The Tenant was directed to do the same by 12<sup>th</sup> August 2025 and the Landlord was given until 19<sup>th</sup> August 2025 for his response thereto.
5. On 7<sup>th</sup> October 2025 the Tribunal wrote to the parties confirming details for an inspection to take place on 24<sup>th</sup> October 2025.
6. Both parties took the opportunity to make submissions.
7. In consideration of the market rental value of the subject property, the Tribunal has taken into consideration all documentation before it, including various letters and the reply forms returned by the parties.
8. Within their application dated 10<sup>th</sup> October 2024, the Tenant states that they have replaced all the furniture originally supplied by the Landlord. They also advised that they have changed carpeting.
9. They advised that the property suffered from damp and that they have completed repainting in a number of areas, and have had to repair a water leak in the bathroom.
10. In correspondence to the Tribunal the Tenant advises that they applied to have the property converted into an HMO but that the Landlord objected to this.
11. In the Tenants Reply form the Tenant confirmed that they wish to have a property inspection but do not wish to have a hearing. They said that the property is not in good condition, and it was not in good condition when the tenancy

began. They confirm they have decorated the house and once again refer to the replacement of carpets. They mention that two window locks were broken and they provide details of the accommodation and room measurements. The Tenant confirms that the property does have central heating and double glazing.

12. The solicitors acting on behalf of the Landlord confirm in correspondence that they believe the rent to be £2,200 per calendar month and provide a range of comparables of similar properties between £2,200 and £2,700 per month.
13. They provide details of a comparables report from Checkmate, dated 24<sup>th</sup> April 2025 and screenshots from Zoopla, confirming that the comparable properties to which they refer were available on the market between January 2025 and April 2025, with three bedroom houses ranging in price from £2,495 to £2,800 per month.
14. In the Landlord's Reply form they give a separate response, dated 16<sup>th</sup> May 2025, in which they say that the property was in good condition at commencement of the tenancy.
15. They confirm that consent was not given to run the property as an HMO, and confirm that they have only recently acquired the property and that Mr Karekar has occupied under the ownership of two separate Landlords.
16. The Landlords say that the Tenant has refused access to undertake an inspection, and in reference to the Tenant's submissions state that, in their opinion, the repairs highlighted are relatively minor.
17. On 24<sup>th</sup> October 2025 on the basis of written submissions and without a hearing but with the benefit of a limited inspection (external only), the Tribunal determined the Market rent of the above property at £2,200 per month.

## **Hearing**

18. No hearing took place.

## **Hardship**

19. On the issue of hardship, the Tenant has advised that they will struggle to pay the increased rent. In an email dated 19<sup>th</sup> August, the Tenant refers to the stress and financial strain they have suffered as a result of this Section 13 application, served with a notice stating that the Landlord required possession of the property .
20. The Tenant states that he currently has two jobs. One is a training position, providing very little income and as a result, he has had to take a second job as a private hire driver.
21. Providing further details of his financial position, he states that he still has a student loan of £15,314 and an additional loan of £31,476.77, with total credit card bills of a further £7,322.22.
22. Recent outgoings in relation to this case have included County Court payments of £2,100 and £1,400, totalling £3,500. He states that the cases taken against him have affected his credit score.
23. The Landlord makes commentary on the issue of hardship, but only to say that the Tenant's ability to afford to pay the rent should not be reflected in our assessment of the open market rental value.

## **Inspection**

24. The Tribunal had initially written to the parties and an inspection had been arranged for 24<sup>th</sup> October 2025. On the day before the inspection, correspondence was received from the Landlord, stating that they would no longer be at the property to provide access.
25. On the morning of the hearing, following deliberation and a submission from the Tenant that they wish the inspection to continue, the Tribunal decided that it would attend the property to undertake an inspection thereof as far as was possible.

26. In the event, the Tribunal met at the property. The Landlord was not present, nor was there a representative thereof.
27. The Tenant did attend and the Tribunal advised that they would not be in a position to take any further submissions from them during the course of the inspection.
28. The Tribunal was able to inspect the front of the property and the rear, including the rear garden and rear elevations, but no access to the property or the garden areas was possible.
29. From the lounge window the Tribunal could tell that the property had been subject to at least some refurbished, presumably to re-let.
30. From the external inspection, the Tribunal could confirm that the property was a mid-terraced 1930s dwelling house, understood to be three bedrooms, kitchen, and bathroom/WC.
31. There is a small kitchen extension at ground level to the rear and a detached building at the far end of the garden.

### **The Law**

32. When determining a market rent in accordance with the Housing Act 1988 Section 13 regard must be had to all of the circumstances (other than personal circumstances) including the age, location and state of repair of the property, matters contained within the rent, repairing obligations, etc. This means that issues such as the Tenant's ability to pay the rent or bills associated with the property are not a consideration for the tribunal in assessing the rent.

### **Decision**

33. Many of the submissions put before the Tribunal and much of the evidence related to issues over which the Tribunal does not have jurisdiction, and in particular, the Tribunal refers to submissions relating to use and the licencing of the property as an HMO.
34. Assessing the property at the date of valuation the Tribunal is satisfied from the evidence that the property had suffered from slight wear and tear unfortunately this could not be confirmed from the inspection. The Tribunal were, however, able to ascertain the type of house and the accommodation as detailed above.

## **Valuation**

35. Following consideration of the written and photographic submissions given by both parties, taking into account the Tribunal's limited inspection and using its own knowledge and experience of the rental market in Sudbury Town, the Tribunal finds that the market rental value of the property, if it was in good condition, would be £2,300 per month.
36. Taking into account the lack of modernisation and the general disrepair, the Tribunal considers it necessary to adjust that market rental value to reflect specifically the following:
- i) General wear and tear
37. Taking these and other more general factors into consideration, the Tribunal finds that it is necessary to make a £100 per month deduction in the market rental value of the property to reflect its condition and lack of modernisation.

## **Valuation Calculation**

38. Open market rent	£2,300 per month
Deduction for adjustments detailed above	£ 100
<b>Adjusted rent</b>	<b>£2,200 per month</b>

**The Tribunal therefore determines that the market rental value of the property should be set at a figure of £2,200 per month.**

## **Hardship**

39. Within their written submissions the Tenant has made statements of financial hardship, detailed the necessity for them to have two jobs and highlighted that they have limited income. They have also provided evidence of loans and debt, and this has not been challenged by the Landlords.
40. While not within the Tribunal's jurisdiction, correspondence relating to the Tenant's attempt to have the property registered as an HMO and sublet it also suggests a requirement for additional income.

41. The Tenant also mentions the affordability requirements applied by letting agents, and states that at the rent proposed by the landlord the letting agents would require any applicants to have an income between £66,000 and £79,000 per annum, a figure far exceeding the income that they currently have.
42. Finally, the fact that the Landlords' notice would result in an increase in rent from October 2024 and back rent payable thereto, it also opens the possibility that the total sum payable might be considerable.
43. In these circumstances, the Tribunal is of the opinion that to determine that the rent determined by the Tribunal should be payable from the Landlord's notice date would cause the Tenant hardship and in these circumstances, determines that the rent should be payable from the date of the Tribunal decision.

**Chairman:** J. A. Naylor FRICS

**Valuer Chairman**

**Date:** 3<sup>rd</sup> November 2025

## **ANNEX OF RIGHTS FOR MARKET RENTS**

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 might 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 this case.

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. Any appeal in respect of the Housing Act 1988 should 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).