



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

Case Reference : **LON/00AH/MNR/2025/0817**

Property : **85B Park Lane, Croydon, CR0 1JJ**

Tenant : **Mr Munwar Hussain & Mrs Sadia
Munwar Hussain**

Landlord : **Mr Kamlesh Desai**

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

Tribunal Members : **Ms S Beckwith MRICS
Mr P Morris MRICS**

**Date and venue of
Consideration** : **14 November 2025 at 10 Alfred
Place, London, WC1E 7LR**

Date of Reasons : **27 November 2025**

DECISION

The Tribunal determines a rent of £1,550 per calendar month with effect from 4 May 2025.

REASONS

Background

1. On 18 March 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,850 per calendar month in place of the existing rent of £1,100 per calendar month to take effect from 4 May 2025.
2. On 25 April 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 27 April 2025.
3. The Tribunal issued Directions dated 7 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.
5. The Tribunal has been provided with an Assured Shorthold Tenancy Agreement dated 1 April 2018. The tenancy was for an initial fixed term of 12 months from 4 April 2018. Rent is payable on the 4th of every month.
6. On 10 November the Tenant was evicted from the Property.
7. A hearing was held on 14 November 2025. Mr Hussain attended for the Tenant. The Landlord, Mr Desai, attended and was joined by his colleague, Ms Amaral.

Law

8. 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

9. The Tribunal inspected the Property 14 November 2025. Mr Desai and Ms Amaral attended on behalf of the Landlord. Mr Hussain was present, but due to his eviction waited outside the Property, which had been confirmed would happen at the hearing.
10. The Property is a flat on the top floor of a converted house in Croydon. South Croydon station is approximately half a mile to the south. East Croydon station is approximately half a mile to the north.
11. The Property is accessed via a shared metal staircase to the side of the building. There is an entrance lobby and carpeted staircase up to the living space.
12. Being a loft conversion, parts of the ceiling were mansard (sloped). The living space has wooden floors throughout. The ceilings have recessed spotlighting. Some spotlights were missing or not working.
13. The Property has central heating and double-glazed windows. The Landlord has provided the floor coverings and white goods. The Property was rented unfurnished.
14. The lounge had some mansard ceilings with uPVC skylights. A small kitchen area is accessed from the lounge.
15. The main bedroom is large, with mansard roof restricting height of part of the room. There is an ensuite with shower, WC and sink. The skylights in the bedroom and ensuite mansard have wooden surrounds.
16. The smaller second bedroom is accessed via two stairs down.
17. The bathroom has a bath with shower over, WC and sink.
18. During the hearing, the parties confirmed they agreed the following facts as to works undertaken to the Property by the Landlord:
 - A new shower was installed in the ensuite in 2022.
 - The roof was replaced in 2023.
 - A new boiler was installed in 2023.
 - A new washing machine was provided in 2024.

- The tap and sink in the kitchen were replaced in 2024.
 - A new oven was provided in 2019 and again in 2024.
 - The hob was replaced in 2019, 2022 and 2024.
 - The flat was redecorated throughout in 2024.
19. Due to the eviction of the Tenant shortly before the hearing, the Tribunal accepted photographic evidence of the condition of the Property on the date the Tenant moved out from both the Landlord and the Tenant.
 20. The Landlord had begun works of refurbishment to the Property since the Tenant had been evicted, including ripping out the kitchen and redecoration. The Tribunal ignored these works.

The Tenant's Case

21. Mr Hussain submits that the Property is not in good condition.
22. The skylights in the bedroom and ensuite have not been replaced and leak, causing mould.
23. There are three missing and broken spotlights in the bedroom and living room.
24. The kitchen has broken cabinets and a hole down into the flat below, which results in rodent issues.
25. The outside stairs are unsafe, as they have old screws and shake. The inside stairs are uneven, have no stoppers and are a trip hazard.
26. The shower door in the ensuite is not fitted properly and the sealant needs repair.
27. There is no doorbell in the property and it has exposed wires.
28. He submits that the comparable properties provided by the Landlord are in better condition and do not have mansard ceilings. Mr Hussain's evidence is:
 - Park Lane – a 2 bed, 1 reception, 1 bathroom flat let at £1,450 per calendar month.
 - Avondale Road – a 2 bed, 1 reception, 2 bathroom maisonette being marketed at £1,575 per calendar month.
 - Chesham Road – a 2 bed, 1 reception, 1 bathroom maisonette being marketed at £1,450 per calendar month.
 - Park Lane – a 2 bed flat being marketed at £1,600 per calendar month.

29. Mr Hussain's case is that the Property is not in good condition and therefore the rent should be £1,200 per calendar month, lower than the evidence above.

The Landlord's Case

30. The Landlord submitted that the issues in the Property are the responsibility of the Tenant, because they do not clean properly and hang out clothes without opening windows. It is highly unusual to have to replace appliances as often as has been necessary in this Property.
31. All issues of repair which have been reported have been fixed, including a leak in the bedroom skylight. Croydon Council's enforcement team visited the Property on 8 August 2024 and found no issues and therefore no enforcement notice was served. The latest Electrical Installation Condition Report was undertaken in March 2025 and no issues reported.
32. Mr Desai rents out the other two flats in the same building and they are in immaculate condition with no issues of rodents or mould reported.
33. The comparable evidence submitted by the Landlord is:
- Park Lane – a 2 bed, 1 reception, 2 bathroom flat let at £1,975 per calendar month. This property is part-furnished, has a separate kitchen and balcony.
 - Park Lane – a 2 bed, 1 reception, 2 bathroom furnished flat being marketed at £1,850 per calendar month.
 - Masons Avenue – a 2 bed, 1 reception, 2 bathroom flat being marketed at £1,800 per calendar month.
 - Park Lane – a 2 bed, 1 reception, 2 bathroom flat being marketed at £1,800 per calendar month.
34. Mr Desai does not believe the sloping ceilings are an issue as renters like the privacy of a top floor flat. He confirms that the flat on the ground floor of the building in which the Property is located is rented for £1,575 per calendar month, but only has one bathroom.
35. Mr Desai submits that he expects to achieve £2,000 per calendar month when the Property is remarketed and the comparables above support his proposed rent of £1,850 per calendar month.

Determination and Valuation

36. 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.

37. As confirmed to the parties at the hearing, the Tribunal is valuing the Property if offered vacant on the market by a willing landlord. Any works undertaken by the Landlord are therefore taken into account. Any improvement works by the Tenant are disregarded, although it was agreed there are none. Any issues with the condition of the Property caused by the actions of the Tenant are disregarded.
38. As set out in paragraph 18 above, the Property has had various works of repair and redecoration undertaken in the past one to three years. The Tribunal's experience is in accordance with the Landlord's statement that it is unusual to have to replace appliances as often as has been necessary in this Property.
39. The photographs provided by the parties at the date of the Tenant's eviction show aspects of the Property to be in poor condition. Given how recently the Property was redecorated and the appliances replaced, the Tribunal accepts that these issues were caused by the occupation of the Tenant.
40. The Tribunal found the comparables submitted by the Landlord between £1,800 and £1,975 per calendar month appeared to be within modern purpose-built blocks of flats. The rent at which the Property would be let would be lower.
41. The Tenant's comparables show rents of between £1,450 and £1,600 per calendar month and are found to be more similar in nature to the Property, being within converted houses. The Tribunal notes the comparables on Chelsham Road and Avondale Road are further away from Croydon town centre and the Park Lane comparable at £1,450 has only one bathroom and a very small second bedroom.
42. 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 £1,550 per calendar month.
43. The Tribunal has found that the Property has had recent redecoration, new white goods and would generally be in good condition. Any disrepair is assumed to be due to the actions of the Tenant. No adjustment to the valuation is therefore necessary.
44. The Tribunal determines a rent of £1,550 per calendar month.

Hardship

45. The Tenant raised the issue of hardship in their written and oral submissions. Mr Hussain advised that his family were in receipt of

universal credit. He confirmed he works part-time as a taxi driver and rents a car to enable him to do so.

46. The Tribunal did not find the evidence presented by the Tenant to be sufficient to substantiate undue hardship in this case.

Decision

47. 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 £1,550 per calendar month.
48. The Tribunal directs the new rent of **£1,550 per calendar month** to take effect on **4 May 2025**, this being the date as set out in the Landlord's Notice of Increase.

Chairman: Ms S Beckwith MRICS Date: 27 November 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).