



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

Case reference : **CAM/00KA/MNR/2025/0720**

HMCTS code : **P:PAPERREMOTE**

Property : **23 Ivy Road, Luton, LU1 1DL**

Applicant (Tenant) : **Mrs Nasreen Ahmed, Mr Zulfikar
Sherrief, Hanzlah Essak & Asma
Zulfikar**

Respondent (Landlord) : **Mr Rajah Saleem & Ayesha Oman
Salem**

Type of application : **Determination of a Market Rent:
Sections 13 and 14 Housing Act
1988**

Tribunal members : **Mr P Roberts FRICS CEnv**

Date of Determination : **14 December 2025**

DECISION

This has been a remote determination on the papers which the parties are taken to have consented to, as explained below. The form of determination was a paper determination described above as **P:PAPERREMOTE**. The documents that the Tribunal was referred to are in bundles from the Applicant and the Respondent. The Tribunal has noted the contents and the decision is below.

Decision

The Tribunal determined a market rent of £1,250 pm effective from 8 July 2025.

Reasons

Background

1. The Landlord served notice under section 13 (2) of the Housing Act 1988 on 30 June 2025 to increase the passing rent from £1,500 per month to £1,700 per month with effect from 8 July 2025.
2. The Tenant made an application dated 4 August 2025 to the Tribunal in reliance on section 13 (4) of the Housing Act 1988.
3. This rent in all cases is stated to be exclusive of Council Tax, Water Charges and fixed service charges.
4. The Tribunal issued directions on 18 August 2025, inviting the Parties to submit any further representations (including any photographs and details of rentals for similar properties) they wished the Tribunal to consider.

Property

5. The Tribunal inspected the Property on 27 October 2025.
6. The Property comprises a terraced period property of brick and tile providing two living rooms and a kitchen on the ground floor together with three bedrooms and a family bathroom on the first floor. There is a garden to the rear but no private car parking.
7. There is central heating, double glazing, and carpets. The Tenant has provided the White Goods.
8. The Property is in a poor state of repair, and the Tribunal is aware that the Landlord has recently been the subject of a Rent Repayment Order having failed to comply with an Improvement Notice. In this regard, the Tribunal concurs with the Tenant's evidence and considers that the Property requires full redecoration, repair and upgrading to be commensurate to market standards and comply with the relevant regulations.

Tenancy

9. The Property was previously subject to a lease dated 5 March 2019 for a period of 6 months from 5 March 2019 at an initial rent of £950 per month.

10. Clause 3 of the lease set out the Tenant's obligations. These include the following:

"3.7 To deliver up the Property at the end of the Term in the same good and clean state of repair and condition as it was at the beginning of the Term and make good or pay for the repair of ore replace all such items of the Contents as shall be broken, lost, damaged or destroyed during the tenancy (fair wear and tear and damage by accidental fire excepted)

3.8 To keep the Property in a clean and tidy condition and complete repair during the Term including communal areas, windows and garden and not allow main to collect in the hallway. ."

11. The Landlord's obligations are set out in clause 4 which includes reference to section 11 of the Landlord and Tenant Act 1985.
12. Following expiry of this lease, a Statutory Periodic Lease arose.

The Law

13. Section 5 (3) of the Act provides that the periodic tenancy arising on expiry of the Assured Shorthold Tenancy is one:

"(a) taking effect in possession immediately on the coming to an end of the fixed term tenancy;

(b) deemed to have been granted by the person who was the landlord under the fixed term tenancy immediately before it came to an end to the person who was then the tenant under that tenancy;

(c) under which the premises which are let are the same dwelling-house as was let under the fixed term tenancy;

(d) under which the periods of the tenancy are the same as those for which rent was last payable under the fixed term tenancy; and

(e) under which, subject to the following provisions of this Part of this Act, the other terms are the same as those of the fixed term tenancy immediately before it came to an end, except that any term which makes provision for determination by the landlord or the tenant shall not have effect while the tenancy remains an assured tenancy"

14. Section 14 (1) of the 1988 Act provides that the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing landlord under an assured tenancy:

- a. *"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 rent) are the same as those of the existing tenancy."*
- 15. Section 14 (2) of the 1988 Act requires the Tribunal to disregard:
 - 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 (as defined by section 14 (3) of the Act) otherwise than as an obligation;*
 - 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."*
- 16. Section 11 of the Landlord and Tenant Act 1985 (the 1985 Act), provides that the Tribunal is to imply a covenant by the Landlord:
 - a. *"to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes),*
 - b. *to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and*
 - c. *to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water."*
- 17. Section 14 (7) of the 1988 Act states:

"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."

Representations – The Tenant

- 18. The Tenant submitted a detailed Statement supplemented by a photographic schedule of items of concern relating to the condition of

the Property. The Tribunal noted the identified matters during its inspection.

19. This Statement concluded that:

“The landlord has failed to maintain the property to basic legal and habitable standards. Numerous issues remain unresolved, despite repeated requests and council involvement. The tenants request the tribunal to take these matters into account.”

Representations – The Landlord

20. The Landlord claimed that the Tenants had withdrawn their application. However, no evidence of such withdrawal was offered and the Tenants confirmed that they had not, in fact, withdrawn.

21. Mr Peter Daniels completed a Reply Form on behalf of the Landlord in which he stated:

“The current rent is £1500 pcm after an unopposed Form 4 increase 10th May 2023.

The new proposed rent reflects the current local market.

The new proposed rent also reflects the large amount of work and expense applied to the property by the landlords since the last increase, in the fact of regular and increasing harassment and obstruction from the tenants...”

Determination

22. In determining the market rent, the Tribunal has regard to prevailing levels of rent in the general locality and achieved rental values in respect of other properties of comparable accommodation and provision that would be likely to be considered by a prospective tenant.
23. The current rent, and the period that has passed since that rent was agreed or determined is not relevant. Previous changes in rent are therefore disregarded as the Tribunal is required to assess the rent that would be offered by a prospective tenant who has no knowledge of the existing or previous rents. Similarly, historic rents achieved elsewhere are of limited relevance.
24. The legislation requires the Tribunal to have regard to market demand assuming that the landlord is willing. The Tribunal is therefore unable to have any regard to the personal circumstances or identities of the actual landlord and tenant in assessing the level of rent.
25. It is therefore irrelevant whether or not the Landlord requires the rent to be at a certain level to fund its liabilities and/or its repair obligations under the lease or whether the Tenant feels that the services provided by the Landlord are “value for money.” As such, the cost of mortgage

payments and property maintenance to the Landlord does not affect the rent that would be offered by a prospective tenant in the market and must be disregarded.

26. Similarly, the ability, or otherwise, of the Tenant to pay the rent demanded cannot be taken into account and the Tribunal must disregard the Tenant's personal circumstances as the Property is assumed to be "vacant and to let."
27. In this regard, whilst the valuation exercise assumes that, regardless as to the condition of the Property, a hypothetical tenant would be prepared to take occupation and negotiate a rent, it does not follow that the actual Tenant and the hypothetical tenant are one and the same. As such, the actual Tenant may be prepared to pay a certain level of rent to remain in occupation for personal reasons whereas the hypothetical tenant is bidding on the assumption that the Property is vacant and to let.
28. The Tribunal considers that the Property is in a poor state of repair and is concerned as to what state the Property was in previously assuming that the Landlord's assertion of having carried out a "*large amount of work and expense*" is accurate.
29. In this regard, it is apparent that there the Landlord has a record of failing to put the Property into a state that is fit for habitation and commensurate with market expectations. The Tribunal appreciates that the Landlord is dependent upon the Tenant providing access for the works but is not of the view that the Landlord's failure to properly maintain the Property can be fully attributed to a breakdown in relations between the Parties.
30. Bearing these points in mind and having relied upon its own expertise and knowledge of such matters, The Tribunal determines the market rental of the Property to be **£1,250 per month**. The rent payable may not, therefore, exceed this figure. However, this does not prevent the Landlord from charging a lower figure.
31. The Tribunal notes that this is a reduction from the current rent in the face of rising rents but would point out that the previous rent increase was not referred to the Tribunal. On the assumption, based on the Landlord's assertion of improvements since the date of that rent coming into force, that the Property was in an even worse state than that currently existing, it is difficult to envisage that the Tribunal would have upheld the Landlord's increase. Having said this, the Tribunal places no weight on historic rental evidence as is only concerned with current market conditions as at the effective date.
32. This rent is to be effective from **8 July 2025**.

Name: Peter Roberts FRICS CEnv

Date: 14 December 2025

Rights of appeal

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 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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).