



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

Case Reference : **FR/LON/00AG/MNR/2025/0877**

Property : **132 Walker House, Phoenix Road,
Camden, London, NW1 1ER**

Tenant : **El Harti Hamid represented by
Khulud Ahmad.**

Landlord : **Yu Hui He**

Date of Objection : **03 July 2025**

Type of Application : **Determination of a Market Rent
sections 13 & 14 of the Housing Act
1988**

Tribunal : **R Waterhouse FRICS
J Francis QPM**

Date of hearing / Determination
Full Reasons : **18 November 2025/ 16 December 2025**

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DECISION

**The Tribunal determines a rent of £2000.00 per month to be paid
from 29 July 2025 under the Housing Act 1988 section 13.**

Full REASONS

Background

1. On 27 June 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2500.00 per month in place of the existing rent of £1742.00 per month to take effect from 29 July 2025.
2. An application dated 3 July 2025 was made 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.
3. The application was accompanied by the Notice of Increase of Rent and, a copy of the tenancy agreement which was initially commenced on 27 December 2015 to 26 December 2016 at an initial rent of £1742.00 per month, until reverting to a statutory periodic tenancy after the expiration of the contractual tenancy.
4. Directions were issued to the parties on 23 September 2025; the issue was determined following the hearing and subsequent inspection.

Inspection

5. The Tribunal did inspect the property. The property is fourth floor flat, comprising one living room, one bedroom, one kitchen and a bathroom. The flat is located in a purpose built 1930s social housing block. The flat is accessed through a communal door with entry phone. There is a lift also available. The split is split level the upper level on the contained in the roof. The entrance door leads to a small hallway from which is a kitchen. The kitchen is in fair but tired condition there are double glazed windows. Further off the hall is a living room again with double glazed windows and adequate number of electrical sockets. From the hall leads some stairs to the purpose-built upper floor, this is contained in the roof area of the building. The bathroom has a bath, WC and basin, and appears dated. There is a set of double-glazed windows, but no extractor fan. The building is solid brick construction and there is evidence of considerable condensation on the ceiling and associated mould. Adjoining the bathroom is a large purpose-built cupboard which has evidence of condensation and mould on the ceiling, adjoining this a further storage area. The bedroom for the flat is contained on this floor and has central heating radiators and double glazing. There is no carparking with the property.

Determination

6. Present at the inspection was the Tenant only. The Tribunal initially inspected the property after the hearing on the 18 November 2025. The Landlord was not present but had expressed a wish to be so. The Tribunal deferred making a determination until a new date was set for both the Tenant and the Landlord to

be present at the inspection. Before the second inspection could take place, the Tenant stated they did not wish the Landlord to be present at the inspection. The Tribunal has no power to compel attendance at an inspection. The Tribunal then on the basis that the Tribunal had previously inspected the property immediately after the previous hearing made their determination on the papers. Present at the hearing was the Landlord only, the Tenant having previously given notice to the Tribunal that they would not attend.

Submissions

Applicant Tenant

7. The Applicant Tenant provided several documents to the Tribunal including; an application form, a copy of the Notice of Increase of Rent, and a copy of the tenancy. The Application form dated 26 June 2025 noted, that the Landlord was responsible for repairs, and the property comprised a flat of one living room, one kitchen, and one bathroom. The property came furnished with one bed, one wardrobe, gas cooker, fridge and washing machine.
8. The Tenant noted in their application form, that they had painted the flat three times in the last ten years, changed the bathroom floor as previous was said to be rotten, changed the carpet in the corridor, steps, hallway, and purchased own sofa and dining table and chairs. The Landlord being responsible for external repairs.
9. The Tenant submitted a bundle of 44 pages, the contents of which are noted. In particular, at [31] details of properties said to be comparables, and details of allegations relating to gas safety certificates and washing machine repairs.
10. The comparable properties range in value from £1946 per month to £2249 per month. The Tenant has submitted a completed Reply Form, the contents of which are noted but include details of the accommodation, that the Landlord is said to have supplied the central heating noting new boiler fitted in 2023, double glazing, carpets and curtains, and white goods.

Respondent Landlord

- 11 The respondent Landlord has supplied a completed Reply Form, confirming that the central heating, double glazing, carpets and curtains and white goods were supplied by the Landlord. Additionally, the form notes the improvements, repairs the Landlord has carried out including, repainting and new washing machine, fridge, stove/cooker and microwave.
12. The Landlord notes the property has been operating at a loss for several years and includes copies of marketing details of properties said to be similar. The properties have links but no details of the letting amounts.
13. The Landlord described in the hearing the repairs and replacement of white goods that have been undertaken over the period of the current Tenant's

occupancy. The Landlord contended with the level of rents in the area the proposed figure of £2500 per month was reasonable.

Analysis and Valuation

14. The Notice of Increase dated 27 June 2025 proposes an increase to £2500.00 per month from 29 July 2025.
15. The Tribunal has read the submissions in respect of rental level.
16. The Tribunal in consideration of these submissions and using its own expertise determines £2450.00 per month if it was in good tenable condition.
17. The Tribunal must take the property as at the date of the Notice of Increase and disregarding any Tenant's improvements. However, the Tribunal has heard and saw on inspection, that the flat exhibits several issues, of concern is the level of condensation in the upper floor. The bathroom is dated and the kitchen functional but tired. The Tribunal deducts £450.00 per month resulting is a revised rent of £2000.00 per month.

Undue Hardship

18. The Tenant has not made an application under this ground.

Decision

19. The Tribunal determines £2000.00 per month from 29 July 2025 in accordance with section 13 of the Housing Act 1988

Chairman: R Waterhouse FRICS
Date: 16 December 2025

Appeal to the Upper Tribunal

A person wishing to appeal this decision to the Upper Tribunal (Property Chamber) on a point of law must seek permission to do so by making a written application to the First-tier Tribunal at the Regional Office which has been dealing with the case which application must:

- a. be received by the said office within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

b. 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.

If the application is not received within the 28 –day time limit, it must include a request for an extension of time and the reason for it 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.