



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

**Case Reference** : **LON/ooAS/MDR/2024/0603**

**Property** : **Flat 13 Whitley House, 32 Hornchurch Road, Uxbridge, UB10 0WN**

**Tenant** : **Omar Mohammed Sharif Ahmad**

**Landlord** : **Annington Rentals (No 5) Ltd**

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

**Tribunal Members** : **Judge D Bandler**  
**Ms M Bygrave MRICS**

**Date and venue of Consideration** : **30 October 2025**  
**10 Alfred Place, London WC1E 7LR**

**Date of Full Reasons** : **5 November 2025**

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**DECISION**

**The Tribunal determines a rent of £1,950.00 per calendar month with effect from 01 October 2024.**

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**FULL REASONS**

**Background**

1. On 23 August 2024 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,020.00 in place of the existing rent of £1,850.00 per calendar month to take effect from 01 October 2024.

2. On 30 September 2024 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 30 September 2024.
3. Directions were issued on 17 April 2025

## **Inspection**

4. The Tribunal has carried out an inspection of the property on 30 October 2025 in the presence of Mr Ahmad, the tenant, and Ms Kocinska (from the managing agent for the Landlord).
5. The property is a flat on the first floor of a block in a new gated development. Blocks are accessible only by fobs. The flat is accessed via a lift to the 1<sup>st</sup> floor and along a corridor. The flat comprises 2 double bedrooms. One bedroom is 14 sq.m. with an ensuite shower room of 3 sq.m. The other bedroom is 12 sq.m. There is a family bathroom with bath WC and basin of 12 sq.m. There is a 25 sq.m. open plan kitchen/living room. The flat has sole use of a balcony measuring 9 sq.m. which is accessed from both bedrooms and the kitchen/living room. Upon entering the flat there is a large hall area of 12 sq.m. with access to 2 large storage spaces, one containing a washer/dryer.
6. The flat has hard flooring throughout. The bedrooms have black out curtains. The kitchen/living room has blinds. There is underfloor heating throughout the property.
7. The location of the development is less than 0.4 miles from Uxbridge station which affords access to the Picadilly and Metropolitan lines. Heathrow airport is 5.4 miles away, Brunel University is 2.2 miles away, Mount Vernon Hospital is 6.6 miles away, Elizabeth line access is 3.4 miles away.
8. On-site amenities include a daily on-site team managing the estate and the flats, and availability of an on-site maintenance service Monday-Friday with an out of hours service for tenants. Internet is provided as part of the rent. The flat is served by electricity only, central heating, double glazing, blinds and white goods are provided by the landlord. The Property has an off street permit parking arrangement and communal gardens.
9. The flat is in immaculate condition. No defects at all were noted during the inspection.
10. The tenancy agreement is dated 23 May 2024 and states that the term is for twelve months from 14 June 2023 to 13 June 2024. The agreement provides that rent is payable monthly and is payable for six

months in advance on 14 June 2023 and then a further six months in advance on 14 December 2023.

11. As a preliminary issue, upon receipt of the application, the Tribunal considered whether the landlord's notice proposing a new rent was defective because it did not appear to take effect at the commencement of a new period of the tenancy. The date on which the proposed new rent was to take effect on 01 October 2024, whereas the new period of the tenancy commences on 14<sup>th</sup> of each month.
12. Both parties were given the opportunity to submit written representations in relation to this issue. The representations provided correspondence from the parties as to the inconsistency referred to above. In particular there is email correspondence from January 2024 between the parties that indicates that the rent payment date has been moved to a monthly payment on the 1<sup>st</sup> of each month.
13. Having considered these representations, the Tribunal were satisfied that the Notice of Increase dated 23 August 2024 is valid as it proposed a rent start date that was the rent payment date and in these circumstances the Tribunal determined on 08 April 2025 that it has jurisdiction to determine the rent.
14. Directions were issued on 17 April 2025 indicating that the matter would be determined on the papers unless a request was made for a hearing. Neither party requested a hearing.

## **Evidence**

15. Neither party requested hearing and both were content that there be a determination on the papers.
16. The Tribunal had consideration of the written submissions provided by the Tenant and/the Landlord.
17. The tenant's submissions refer to:-
  - (a) considerable difficulties with the property management caused by constant turnover of staff which creates instability and confusion and being left without proper communication on important issues;
  - (b) parking fee discrepancy in which he states he was originally told parking would be free and then after moving in he was informed that there would be a fee;

- (c) curtain maintenance delay: a request for curtain maintenance was submitted in November 2024 but no action was taken until January 2025 and he was provided with an old worn out curtain;
- (d) remote gate system issues: it is alleged that the remote-controlled gate system has been unreliable, requiring him to frequently reprogram his remote;
- (e) request for digital door lock: due to security concerns, including unauthorized individuals attempting to enter the flat, he requested a digital door lock at his own expense, but this was denied;
- (f) Unauthorized lock change: he instructed management not to change the lock without their presence and confirmation, but they proceeded with the lock change without notifying him.
- (g) In the application form he refers only to issues relating to the curtains, flooring and heating have defects, but did not specify what these were other than stating that he had to wait for a curtain service for too long.

18. In his reply form, the tenant reported that the living room condition was “*good but need maintenance*”; in relation to the kitchen he reported “*I did maintenance*”; in relation to the bedrooms and bathroom he reported that both were in good condition. No details were provided.

19. He further wrote that they had requested for maintenance but this wasn’t provided exactly as they had requested it. No details were provided. In relation to disrepair/defects he listed curtain maintenance, flooring and heating. No details were provided.

20. The landlord provided an energy performance certificate dated 21/02/2019, an electrical installation condition report dated 27/06/2023,

21. In the landlord’s reply form, in response to the complaints made by the tenant, they confirm that the tenant requested new blinds due to damage to the current ones. The landlord’s maintenance team addressed the issue and performed necessary repairs on the existing blinds. It was noted that the blinds showed mild wear and tear from both the previous and the current tenancies. A full replacement of the blinds will be considered pending budget approval by the landlord. This process is underway.

22. In relation to the flat’s underfloor heating, a service was conducted on 7/11/2024 during which the system was tested and confirmed to be operational. The tenant has not reported any faults with the heating

system. They contacted the tenant to address this matter, as well as the flooring issue he mentioned in his application, since there is no record of these issues having been reported.

23. Other issues raised by the tenant were not responded to by the landlord.
24. The Landlord provided a comparable of flat 18 in the same block as the subject property with exactly the same layout as the subject flat. The monthly rent for flat 18 was £1950.00 plus parking fee of £125 from 11/10/2024-10/10/2025. A diagram of that flat was provided showing the same dimensions. No explanation was provided as to why flat 18 which mirrored flat 13 was priced at a lower rent.
25. No hardship was claimed by the Tenant

### **Determination and Valuation**

26. Having consideration to our own expert's general knowledge of rental values in the area, and the lack of a range of comparables from the parties, we consider that the open market rent for the property in good tenantable condition and in its current condition would be in the region of £2,000.00 per calendar month. However, given the Landlord's own evidence of a flat in the same block with the same footprint paying a rent of £1,950.00 pcm, we cannot find a reason to deviate from setting that rent for Flat 13. Given that Flat 13 is in immaculate condition, no adjustments in relation to the rent have been made.
27. The Tribunal determines a rent of £1,950.00 per calendar month.

### **Decision**

28. 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 £1,950.00 per calendar month.
29. The Tribunal directs the new rent £1,950.00 with effect from 01 October 2024. This being the date as set out in the Landlord's Notice of Increase. The Tribunal was satisfied that a starting date of that specified in the Landlord's notice would cause the tenant undue hardship.

**Chairman: Judge D Bandler**  
**5 November 2025**

**Date:**

### **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 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.

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

ANNEX

**s. 13 Housing Act 1988**

**Increases of rent under assured periodic tenancies.**

(1) This section applies to—

(a) a statutory periodic tenancy other than one which, by virtue of paragraph 11 or paragraph 12 in Part I of Schedule 1 to this Act, cannot for the time being be an assured tenancy; and

(b) any other periodic tenancy which is an assured tenancy, other than one in relation to which there is a provision, for the time being binding on the tenant, under which the rent for a particular period of the tenancy will or may be greater than the rent for an earlier period.

(2) For the purpose of securing an increase in the rent under a tenancy to which this section applies, the landlord may serve on the tenant a notice in the prescribed form proposing a new rent to take effect at the beginning of a new period of the tenancy specified in the notice, being a period beginning not earlier than—

(a) the minimum period after the date of the service of the notice; and

(b) except in the case of a statutory periodic [F1] tenancy—

(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the first period of the tenancy began;

(ii) in any other case, on the date that falls 52 weeks after the date on which the first period of the tenancy began; and]

(c) if the rent under the tenancy has previously been increased by virtue of a notice under this subsection or a determination under section 14 [F2] below—

(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the increased rent took effect;

(ii) in any other case, the appropriate date]

(3) The minimum period referred to in subsection (2) above is—

(a) in the case of a yearly tenancy, six months;

(b) in the case of a tenancy where the period is less than a month, one month; and

(c) in any other case, a period equal to the period of the tenancy.

[F3](3A) The appropriate date referred to in subsection (2)(c)(ii) above is—

- (a)in a case to which subsection (3B) below applies, the date that falls 53 weeks after the date on which the increased rent took effect;
- (b)in any other case, the date that falls 52 weeks after the date on which the increased rent took effect.

(3B)This subsection applies where—

- (a)the rent under the tenancy has been increased by virtue of a notice under this section or a determination under section 14 below on at least one occasion after the coming into force of the Regulatory Reform (Assured Periodic Tenancies)(Rent Increases) Order 2003; and
- (b)the fifty-third week after the date on which the last such increase took effect begins more than six days before the anniversary of the date on which the first such increase took effect.]

(4)Where a notice is served under subsection (2) above, a new rent specified in the notice shall take effect as mentioned in the notice unless, before the beginning of the new period specified in the notice,—

- (a)the tenant by an application in the prescribed form refers the notice to [F4the appropriate tribunal]; or
- (b)the landlord and the tenant agree on a variation of the rent which is different from that proposed in the notice or agree that the rent should not be varied.

(5)Nothing in this section (or in section 14 below) affects the right of the landlord and the tenant under an assured tenancy to vary by agreement any term of the tenancy (including a term relating to rent).

#### **s.14 Housing Act 1988**

**Determination of rent by [F1tribunal].**

(1)Where, under subsection (4)(a) of section 13 above, a tenant refers to [F2the appropriate tribunal] a notice under subsection (2) of that section, the [F3appropriate tribunal] shall determine the rent at which, subject to subsections (2) and (4) below, the [F3appropriate 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.

**F4** [( 3A )]In making a determination under this section in any case where under Part I of the Local Government Finance Act 1992 the landlord or a

superior landlord is liable to pay council tax in respect of a hereditament ("the relevant hereditament") of which the dwelling-house forms part, the [F5appropriate tribunal] shall have regard to the amount of council tax which, as at the date on which the notice under section 13(2) above was served, was set by the billing authority—

- (a)for the financial year in which that notice was served, and
- (b)for the category of dwellings within which the relevant hereditament fell on that date,

but any discount or other reduction affecting the amount of council tax payable shall be disregarded.

(3B)In subsection (3A) above—

- (a)"hereditament" means a dwelling within the meaning of Part I of the Local Government Finance Act 1992,
- (b)"billing authority" has the same meaning as in that Part of that Act, and
- (c)"category of dwellings" has the same meaning as in section 30(1) and (2) of that Act.]

(4)In this section "rent" does not include any service charge, within the meaning of section 18 of the M1Landlord 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 [F6, 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 of the dwelling-house concerned or are payable under separate agreements.

(5)Where any rates in respect of the dwelling-house concerned are borne by the landlord or a superior landlord, the [F7appropriate tribunal] shall make their determination under this section as if the rates were not so borne.

(6)In any case where—

- (a)[F8the appropriate tribunal] have before them at the same time the reference of a notice under section 6(2) above relating to a tenancy (in this subsection referred to as "the section 6 reference") and the reference of a notice under section 13(2) above relating to the same tenancy (in this subsection referred to as "the section 13 reference"), and

(b)the date specified in the notice under section 6(2) above is not later than the first day of the new period specified in the notice under section 13(2) above, and

(c)the **[F9**appropriate tribunal] propose to hear the two references together, the **[F9**appropriate tribunal] shall make a determination in relation to the section 6 reference before making their determination in relation to the section 13 reference and, accordingly, in such a case the reference in subsection(1)(c) above to the terms of the tenancy to which the notice relates shall be construed as a reference to those terms as varied by virtue of the determination made in relation to the section 6 reference.

(7)Where a notice under section 13(2) above has been referred to **[F10**the appropriate tribunal], then, unless the landlord and the tenant otherwise agree, the rent determined by **[F11**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 **[F12**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 **[F11**the appropriate tribunal] may direct.

(8)Nothing in this section requires **[F13**the appropriate tribunal] to continue with their determination of a rent for a dwelling-house if the landlord and tenant give notice in writing that they no longer require such a determination or if the tenancy has come to an end.

**[F14](9)**This section shall apply in relation to an assured shorthold tenancy as if in subsection (1) the reference to an assured tenancy were a reference to an assured shorthold tenancy.]