



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

**Case Reference** : **LON/00BK/MDR/2025/0012**

**Property** : **Flat 1, 81 Eccleston Square, London  
SW1V 1PP**

**Tenant** : **Badria Assa**

**Landlord** : **Aneetabai Virani**

**Date of Application** : **17 June 2025**

**Type of Application** : **Market Rent section 22 of the  
Housing Act 1988**

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

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

**Date of Full Reasons** : **6 November 2025**

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**DECISION**

- (1) Pursuant to section 22(3)(a) the tribunal determines that there is a sufficient number of similar properties in the locality let on assured tenancies**
- (2) Pursuant to section 22(3)(b) the tribunal determines that the rent under the assured shorthold tenancy in question is not significantly higher than the rent which the landlord might reasonably be expected to obtain under the tenancy**

**(3) The tribunal makes the determination that the current rent remains payable**

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**FULL REASONS**

**The application**

1. The applicant seeks a determination pursuant to section 22(1) of the Housing Act 1988 (“the 1988 Act”) following the grant of a tenancy relating to Flat 1, 81 Eccleston Square, London SW1V 1PP (“the property”) for a term of three years from and including 27 December 2024 at a rent of £4983.33 per month

**Background**

2. By a tenancy agreement made on 27 December 2024 the landlord let the subject property to the tenant.
3. On 17 June 2025 the Tenant applied to the tribunal for a determination of the rent under s.22 of the 1988 Act.

**Inspection**

4. The Tribunal did not inspect the property but considered this case on the basis of the papers provided by the parties as well as oral representations at the hearing. No comparables were submitted by either party.

**The law:**

5. Section 22 of the 1988 Act states (so far as material):—

“22. Reference of excessive rents to [the Tribunal]

(1) Subject to... subsection (2) below, the tenant under an assured shorthold tenancy may make an application in the prescribed form to [the Tribunal] for a determination of the rent which, in [the Tribunal's] opinion, the landlord might reasonably be expected to obtain under the assured shorthold tenancy.

(2) No application may be made under this section if—

... (aa) the tenancy is one to which section 19A above applies and more than six months have elapsed since the beginning of the tenancy

or, in the case of a replacement tenancy, since the beginning of the original tenancy;...”

6. Section 19A provides that an assured tenancy which is entered into after the coming into force of the Housing Act 1996 (on 23 August 1996) will be an assured shorthold tenancy, unless any of the exceptions in Schedule 2A to the 1988 Act apply

## **The Property**

7. The property comprises 3 bedrooms, a living room and 2 bathrooms, located in a well located building with good access to public transport.

## **Evidence**

8. In her application, the tenant’s basis for the application is:
  - (a) One of the three bedrooms in the property is not suitable as a bedroom and has no window
  - (b) The furniture was old and unsuitable, and in particular the mattresses provided were soiled and although the landlady provided new mattress toppers, the tenant bought her own mattresses.
  - (c) The landlady does not let her access the electric meters and that there is only one meter for flats 1,6 and 7. A letter from Eon Next dated 20/6/2025 reports urgent concern about this suggesting there may be a misallocation of energy use and suspected irregularities, advising the tenant to contact Westminster Council for them to carry out an on-site investigation and inspection
  - (d) Reliance on an improvement notice from Westminster Council dated 21/03/2025 from the here the Local Authority states that the property has in relation to fire: an insufficient fire detection system; the fire door to the property lacks smoke seals, intumescent strips and self-closer; The mortice lock to the property is key-operated (as opposed to a thumb-turn lock); exposed perforations to ceiling are affecting compartmentation; window glass is unlikely to be fire rated; In relation to entry by intruders: sash windows to both rear rooms lack opening restrictors (windows overlook a flat roof); In relation to electric hazards: consumer unit for Flat 1 is inaccessible from the dwelling. Current location of flat 1 consumer unit contravenes Building Regulations Approved Document P; In relation to collision and entrapment: (rear left room) sash window does not hold up, balance mechanism is defective; In relation to damp and mould growth: (rear left room) extractor fan to en-suite bathroom is not working; (shower room) extractor fan makes no noise at all when turned on, suggesting fan may be broken; (Guest WC) Extractor fan makes a rattling sound when in operation indicating malfunction.
  - (e) That the landlord is charging her an additional £150 to allow her to have a therapy cat in the property. That agreement is made in the name of Sofi Kennel as the tenant (not Badria Assa)

- (f) That she is afraid of the landlord and therefore did not allow access to the property for inspection/works
9. The Landlord opposes the application on the basis that:
- (a) The third bedroom is suitable as a bedroom and does have a window.
  - (b) The landlord accepts that they did not provide new mattresses, but did provide new mattress toppers
  - (c) The landlord confirms that they have attempted to comply with the Westminster Council improvement notice by seeking access to the property to carry out repairs, as well as attempting to resolve the issue with electric meters by employing someone to install a new meter into the property, however the tenant has refused access
  - (d) Any claims of disrepair are refuted. The landlord has employed operatives to inspect a leak from the property into the flat below, but the tenant refused access, after having agreed a specific date and time for access, and left the landlord with a large bill to pay.
  - (e) In relation to the therapy cat, the landlord asserts that there in fact 2 cats in the property, not the one cat as agreed by the written agreement.
  - (f) There is no basis for the allegation by the tenant about the landlord's behaviour, the landlord is an elderly woman in poor physical health.
10. In oral evidence the tenant was unconvincing in her suggestion that she was afraid of the landlord and that was the reason for her being in breach of her tenancy agreement in refusing access to operatives instructed to inspect a leak and to remedy the electric meter issue. She kept telling the Tribunal that that Landlord was "pulling at her". When asked to explain this phrase she said that it meant that the landlord was continually asking her for access to the property. There was no suggestion that the tenant should have had concern about the landlord. The tenant's suggestion that she had refused access to electricians and plumbers because of her fear of the landlord lacked any credibility.
11. When asked why the Pet agreement for a support cat gave the name of the tenant as 'Sofi Kennel', the tenant confirmed "Sofi Kennel" is her United States identity under which she holds a US Passport. She further confirmed that she holds a UK/German identity in the name of Badria Assa and that she holds UK and German passports in that name. She could not explain why she had two separate identities.
12. It was not possible for the Tribunal to clarify the meter issues because the tenant had failed to allow access to the property for the electrician to remedy issues.
13. In oral evidence the landlord explained that since the payment of the deposit and the first month's rent, the tenant had paid nothing in breach of the terms of the tenancy agreement, and that they had issued possession proceedings in the County Court and were granted an outright possession order for the tenant to vacate by 3/9/2025 as well as a money judgment. The landlord is waiting for an appointment from the High Court Bailiff to carry out the eviction.

## **Facts found**

14. The third bedroom is suitable to be used as such and does have a window.
15. The mattresses provided by the landlord did not appear to be in keeping with the tenancy, however, the issue of these mattresses is insufficient to affect the amount of contracted rent.
16. The landlord has made various attempts to access the property with workmen to rectify the electrical meter issue as well as seeking to carry out works in accordance with the Council's improvement notice. The tribunal found that the tenant failed to allow access to the plumbers and workmen instructed by the landlord on the spurious reason that the tenant was afraid of the landlord. The tribunal did not believe allegations that the landlord was threatening to the tenant and found that the tenant should have allowed access to allow the landlord to inspect and rectify any problems that may or may not have been found and that the tenant unreasonably refused access.
17. The tenant paid only the deposit and the first month's rent for the property. A Section 8 notice was served on the tenant, and possession proceedings were issued in the Central London County Court. That court made an outright possession order against the tenant and ordered her to vacate the property by 3 September 2025. She remains in the property to date.
18. The tenant has a United States identity and passport in the name of Sofi Kennel.
19. The tenant has UK and German identity and passports in the name of Badria Assa.

## **Determination and valuation**

20. Having consideration of the evidence submitted by the parties and our expert general knowledge and experience. The Tribunal is satisfied that there are a sufficient number of similar properties in the locality let on assured tenancies and, in the Tribunal's opinion the rent that the Landlord could reasonably expect to achieve is in the region of £5,000 per month, the passing rent not being higher.

## **Decision**

21. The Tribunal therefore order that the current remains the rent payable.

### **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**

#### **Housing Act 1988**

## **22 Reference of excessive rents to appropriate tribunal.**

(1) Subject to section 23 and subsection (2) below, the tenant under an assured shorthold tenancy may make an application in the prescribed form to the appropriate tribunal for a determination of the rent which, in the appropriate tribunal's opinion, the landlord might reasonably be expected to obtain under the assured shorthold tenancy.

(2) No application may be made under this section if—

(a) the rent payable under the tenancy is a rent previously determined under this section;

(aa) the tenancy is one to which section 19A above applies and more than six months have elapsed since the beginning of the tenancy or, in the case of a replacement tenancy, since the beginning of the original tenancy; or

(b) the tenancy is an assured shorthold tenancy falling within subsection (4) of section 20 above (and, accordingly, is one in respect of which notice need not have been served as mentioned in subsection (2) of that section).

(3) Where an application is made to the appropriate tribunal under subsection (1) above with respect to the rent under an assured shorthold tenancy, the appropriate tribunal shall not make such a determination as is referred to in that subsection unless they consider—

(a) that there is a sufficient number of similar dwelling-houses in the locality let on assured tenancies (whether shorthold or not); and

(b) that the rent payable under the assured shorthold tenancy in question is significantly higher than the rent which the landlord might reasonably be expected to be able to obtain under the tenancy, having regard to the level of rents payable under the tenancies referred to in paragraph (a) above.

(4) Where, on an application under this section, the appropriate tribunal make a determination of a rent for an assured shorthold tenancy—

(a) the determination shall have effect from such date as the appropriate tribunal may direct, not being earlier than the date of the application;

(b) if, at any time on or after the determination takes effect, the rent which, apart from this paragraph, would be payable under the tenancy exceeds the rent so determined, the excess shall be irrecoverable from the tenant; and

(c) no notice may be served under section 13(2) above with respect to a tenancy of the dwelling-house in question until after the first anniversary of the date on which the determination takes effect.

(5) Subsections (4), (5) and (8) of section 14 above apply in relation to a determination of rent under this section as they apply in relation to a determination under that section and, accordingly, where subsection (5) of that section applies, any reference in subsection (4)(b) above to rent is a reference to rent exclusive of the amount attributable to rates.