



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

Case Reference : **LON/00BH/MNR/2025/0977**

Property : **619A Forest Road, London E17 4NE**

Tenant : **Fezilit Sadiq c/o Safer Renting**

Landlord : **Sasikala Karalapillai**

Date of Objection : **3 September 2025**

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

Tribunal : **Mrs S Phillips MRICS Valuer Chair
Mr J Francies**

Date of Reasons : **29 April 2026**

DECISION AND REASONS

**The Tribunal determines a rent of £1,400.00 per month with effect
from 4 September 2025.**

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REASONS

Background

1. By an application dated 3 September 2025, Fezilit Sadiq, the tenant of 619A Forest Road, London E17 4NE (the subject property) referred to the First-tier Tribunal (the Tribunal) a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988 (the 1988 Act).
2. The Landlord, Sasikala Karalapillai, served a notice proposing an increase in the rent. The notice proposed an increase in the rent from £1,300 per month to £1,800 per month. The notice was dated 19 July 2025 and proposed a starting date for the new rent of 4 September 2025.
3. The Tribunal issued Directions on 13 November 2025 instructing the parties to provide all relevant information and submissions upon which they wished to rely in this appeal.
4. Following receipt of the reply form from the Landlord, a request for an inspection of the property was made and took place on 6 February 2026 (see below).

The Law

5. In accordance with the terms of section 14 of the 1988 Act, the Tribunal proceeded to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
6. In so doing the Tribunal, as required by section 14(2), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in sections 14(2) and (3) and any reduction in the value caused by a failure by the tenant to comply with any terms of the tenancy. Section 14 is reproduced at the end of these reasons.
7. In respect of this case section 16 of the 1988 Act is also relevant and this states:

“It shall be an implied term of every assured tenancy that the tenant shall afford to the landlord access to the dwelling-house let on the tenancy and all reasonable facilities for executing therein any repairs which the landlord is entitled to execute.”

Evidence

Tenant's Submissions

8. The Tenant provided written submissions as part of their Reply Form. This contained detailed points for a number of rooms that the Tenant wanted to inform the Tribunal of. Photographs of these areas were also provided. The points raised included:

- Details of historic repair issues that had been addressed by the Landlord.
- Concerns over poorly installed windows letting cold air in.
- Broken or loose wall and floor tiles throughout the property.
- Floorboards in hallway bowing.
- Reports of mould being dealt with via paint in the hallway.
- Mould on the ceiling in the bathroom.
- Broken cupboards within the kitchen.

9. The Tenant also provided two comparables for properties in the local area. The first comparable located on Yunus Khan Close is described as a 2-bedroom flat. The Tenant submitted that this was approximately 0.5 miles from the subject property and has an asking rent of £1,400 per calendar month. It is situated approximately 1.4 miles from the subject property.

10. The second comparable is located in Rivenhall Gardens and the Tenant submits that this is approximately 0.7 miles away from the subject property. is approximately 2.8 miles away from the subject property. The Tribunal could not establish from the evidence whether this was a 2-bedroom flat or not. This property was advertised at an asking rent of £1,500 per calendar month.

11. The Tenant also states in her submissions that any rent increase would cause her hardship due to her Local Housing Allowance only being £322.19 per week which would result in a shortfall of roughly £400. A medical letter was also provided to the Tribunal setting out health issues of the Tenant.

Landlords' Submissions

12. The Landlord provided no written submissions to the Tribunal other than email advising that the Tenant had not allowed inspections for the Landlord to take place and therefore did not want the Tribunal inspection to proceed.

Inspection

18. The Tribunal inspected the property on 6 February 2026 in the presence of the Tenant. The landlord did not attend and was not represented. The property is a first floor, two-bedroom flat located in a converted house with a retail unit located on the ground floor.

19. Central heating is installed throughout the property other than the front entrance and stair way leading up to the property. Double glazed windows are

installed throughout the property with reports of two functioning issues / closing concerns.

20. The stairs up to the property are carpeted with the top section coming away from the floorboards. The hallway at the top is laminate flooring. In the Tenant's submissions there was mention of mould on the ceiling in this area and it had been painted by the Landlord. The paint work was evident when inspecting.

21. The main bedroom is of a good size and contains a built-in wardrobe space. The en-suite attached to this bedroom contains a toilet, sink and shower and whilst slightly dated is in good condition.

22. Off to the left of the hallway is the main bedroom which is a good size. This has laminate floor and two large double glazed UPVC framed windows. There appear to be some cosmetic cracks on the wall and ceiling and black dots on the ceiling potentially indicating mould.

23. Further along the hall is the bathroom which contains a towel rail, toilet, large sink, cabinet and shower. The room is fully walled and floor tiled. There are some cracked tiles within the room with signs of sealant being used to repair these. The room has no window but does have an extractor fan.

24. The kitchen has a fridge (Tenant's own), washing machine, gas hob and electric oven. Where the walls are tiled there are some that are cracked or the grout has fallen out. The flooring is tiled with a couple of cracked tiles. The units are dated with a couple of them not closing fully and / or broken.

25. Bedroom two has a double glazed UPVC framed window and laminate flooring. There appears to be a cosmetic crack above the door in the bedroom.

26. The living room is a large space with two double glazed UPVC framed windows. The flooring is laminate and the room generally appears to be in good condition.

Determination and Valuation

27. The Tribunal initially needs to determine what rent the Landlord could reasonably be expected to obtain for the property in the open market if it were let today in the condition that is considered usual for such an open market letting. In doing this, the Tribunal will consider the rental value of the property but must not consider the personal circumstances of the Tenant, as that is not a factor envisaged by the Act.

28. Whilst the tenant has provided comparable information for the Tribunal to consider, this is some distance from the property for the Tribunal to provide much weight to them.

29. Relying on its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,750 per month.

However, there are elements in the subject property that need to be taken into account and reflected via adjustments to the market rent. This includes an unmodernised kitchen, damaged tile and flooring, the appearance of mould in areas of the property. The full valuation is shown below:

Market Rent		£/month 1,750
<i>Less</i>		
Unmodernised kitchen	) 5%	
Damaged tiles	) 5%	
Damaged flooring	) 5%	
Mould	) 5%	
		<u>350.00</u>
		1,400

Hardship

30. Under section 14(7) of the 1988 Act, the Tribunal has a discretion to fix the starting date for the new rent from any point in time between the date set out in the notice of increase to the date that the rent is determined, if it appears to the Tribunal that the increase in rent would cause undue hardship to the tenant.

31. Within the Tenant's written submissions to the Tribunal, the Tenant refers to the hardship that any increase in rent would cause them. Whilst the Tenant included details of what the housing allowance is within the area, no evidence was submitted to Tribunal in the form of bank statements or expenses demonstrating that the increase would impact them sufficiently. We are therefore unable to find any evidence of hardship that an increase in the rent would place on the Tenant.

Decision

32. The Tribunal determine that the market rent for the subject property is £1,400 per calendar month. This is effective from 4 September 2025 being the date specified on the Landlord's notice.

Chairman: Mrs S Phillips MRICS

Date: 29 April 2026

APPEAL PROVISIONS

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber). Any such application must be made within 28 days of this decision (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013. Any appeal in respect of the Housing Act 1988 should be on a point of law.

ANNEXE

Housing Act 1988

14.— Determination of rent by tribunal.

(1) Where, under subsection (4)(a) of section 13 above, a tenant refers to the appropriate tribunal a notice under subsection (2) of that section, 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—

- (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.

(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 [appropriate tribunal] 5 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 Landlord 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 [, in respect of council tax] 6 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 [appropriate tribunal] 7 shall make their determination under this section as if the rates were not so borne.

(6) In any case where—

(a) the 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 appropriate tribunal propose to hear the two references together,

the 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 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 committee may direct.

(8) Nothing in this section requires 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.

(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.