

	<b>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</b>
<b>Case Reference</b>	<b>LON/OOAE/MNR/2026/0131</b>
<b>Property</b>	<b>31 Carlton Avenue West, Wembley, London, HA10 3RE</b>
<b>Tenant</b>	<b>Khalid Bashir Azka Khalid</b>
<b>Tenant's Representative</b>	<b>none</b>
<b>Landlord</b>	<b>Ratnam Sachchithanantham</b>
<b>Landlord's Address</b>	<b>126 London Road, Wembley, London, HA9 7HG</b>
<b>Landlord's Representative</b>	<b>none</b>
<b>Date of Application</b>	<b>27 February 2026</b>
<b>Type of Application</b>	<b>Determination of a Market Rent sections 13 &amp; 14 of the Housing Act 1988</b>
<b>Tribunal Members</b>	<b>R Waterhouse FRICS S Dhanani</b>
<b>Date of Decision</b>	<b>18 May 2026</b>
<b>Rent Determined</b>	<b>£2400.00 pcm</b>
<b>Date the new rent takes effect</b>	<b>18 May 2026</b>

## **REASONS FOR THE DECISION**

### **Background**

1. On 27 February 2026, the landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2800.00 per calendar month (pcm) in place of the existing rent of £1700.00 pcm to take effect from 1 March 2026.
2. On 27 February 2026 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 tenancy commenced 1 March 2023 as twelve-month contractual assured shorthold tenancy terminating on 29 February 2024. The rental period is monthly payable on the 1<sup>st</sup> of the month, initially at £1700.00 pcm.
4. The tribunal has considered all evidence submitted within the timetable set out by the Directions and subsequent oral testimony. The tribunal has not recorded all evidence submitted within the decision. The omission of a piece of evidence should not be taken that it has not been taken into consideration.
5. The tribunal did not inspect the property and determined the matter on the papers.

### **Preliminary Matters**

6. Material received outside the Directions has not been considered.

### **Allocation of Repairs between Landlord and Tenant.**

7. The tribunal has considered the written and verbal submissions of the parties.
8. The tenancy agreement notes under [104/230] "Alterations to the property and redecoration Clause C4.2 prohibits the tenant from making any alterations to the property or carrying out any redecoration without the landlord's permission."

9. The tribunal finds in the absence of alternative contention the landlord is responsible for repairs, section 11 Landlord and Tenant 1985 responsibilities and the heating system and internal decoration.

### **Liability for Council Tax and Utilities**

10. The tribunal has considered the written and verbal submissions of the parties. The tribunal finds; the tenant is responsible for the payment of utilities and council tax in respect of the Property [97/230]

### **Inspection/Hearing**

11. The applicant tenant requested an inspection [16/230] ;

“Inspection requested to assess glazing condition (failed window seals), garage access limitation, and overall condition relative to comparables. The tenants are actively seeking alternative accommodation due to Section 21 notice and the property being offered for sale. If the tenancy ends before inspection, the tribunal is respectfully requested to determine the matter based on documentary and photographic evidence provided.”

12. The tribunal identified from the application there were three main issues relating to condition (i) windows (ii) garage and (iii) roof repair.
13. Taking each into consideration. The windows, the applicant included several pictures of the windows in the bundle. The applicant asserts the windows seals are “blown”. The landlord [164/230] states “Blown seals on the windows ...were highlighted by the landlord's representative when the tenants came to view the property.
14. The tribunal finds on this point that both parties agree that seals in some windows are blown, the photographs also show this.
15. The garage, the tenancy agreement states [91/230] “address and description , 31 Carlton Avenue West, Wembley, Middlesex, HAO 3RE, 3-bedroom , semi – detached house with rear extension, garage and garden.”
16. ...The landlord states [164/230] “ “the garage has never been a value adding feature of the tenancy and not marketed in such way.”
17. The tribunal finds the property was let with the garage, the value of which should appear in the rent determination but also offset by the inability to use part or all of it.

18. The landlord asserts [164/230] that the roof defect and repair was a matter the tenant was aware of at the start of the tenancy. The finds there is no conclusive evidence that the repair is defective to an extent that may cause nuisance within the property.
19. The tribunal finds, given the extensive details of the property that on the evidence an inspection would be disproportionate.

## **The Property**

### **Extent and Specification**

20. The tribunal from review of papers finds; the property is a a semidetached house with garage , principally with two living rooms and three bedrooms.

Floor	Area	
Ground	Living room	
	Living room	
First floor	Bathroom	
	Bedroom 1	
	Bedroom 2	
	Bedroom 3	
Outside	Garden	
	Garage	

### **Improvements**

21. No evidence of improvements by the tenant.

### **Disrepair**

22. The tribunal notes the issues with the windows, and that a repair has been made to the flat roof.
23. The photographs supplied by the landlord sand the tenant do not indicate further disrepair.
24. The tenants [23/230] also note the kitchen door is warped.

### **Specification**

25. From submissions the tribunal finds, from the pictures of the property as let, the landlord supplied the double glazing, central heating, white goods and curtains/carpets.

26. The property has;

<b>Specification</b>	<b>Provided by</b>
Central Heating	LL
Double Glazing	LL
Carpets and Curtains	LL
White Goods	LL

## **Rental Evidence**

### *The Landlord*

27. The landlord proposed that the rental level of the property should be £2800.00 as at 1 March 2026.
28. The landlord included a number of comparables , ranging from £2500.00 to £2800.00 pcm.

### *Tenant's rental evidence*

29. The tenant submits the property the subject property does not have built in wardrobes unlike several of the comparables.
30. The tenant submits a number of comparables that fit between £2150.00 pcm and £2700.00 pcm.

## **Determination and Valuation**

31. The valuation date is the effective date of the rent proposed in the Notice of Increase. This is 1 March 2026.
32. The tribunal values the property on the basis that;
- (a) The condition of the property disregards any tenant's improvements; there are none in this case.
  - (b) That the terms of the tenancy are such that landlord has responsibility for repairs.
  - (c) The property has defective windows and kitchen door.
  - (d) The garage is not accessible through use by landlord.

33. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the landlord and the tenant, the tribunal determines that the market rental of the subject Property modernised and in good order would be in the order of £2600.00 pcm.
34. From this level of rent, the tribunal has made adjustments in relation to paragraph 32 above other than the garage.

The full valuation is shown below:

Starting Rent	£2600.00 pcm
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Less

Paragraph 32 other than garage 5%	£130.00 pcm
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£2470 .00 pcm

Rounded to reflect garage	£2400.00 pcm
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<b>Market rent</b>	<b>£2400.00 pcm</b>
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**Undue hardship**

35. The new rent takes effect from the date specified in the landlord's Notice of Increase unless that would cause undue hardship to the tenant. In cases of undue hardship, the tribunal has a discretion to fix a later starting date up to the date a tribunal makes its determination.
36. The tenant has asked the tribunal to fix a later starting date in this case. The tribunal has considered the representations of the tenant and the landlord and finds in this case undue hardship would occur and so determines a date the rent determination comes into effect of the date of the hearing.

**Decision**

37. Therefore, the tribunal determines the market rent at **£2400.00** per calendar month with effect from **18 May 2026**.

**APPEAL PROVISIONS**

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision. Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this statement of reasons (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) stating the grounds upon which it is intended to rely in the appeal.