

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/OOBF/MNR/2026/0014
Property	14 Assembly Walk, Carshalton, Sutton, SM5 1JH
Tenant	Nayla Gulzar and Safeer Gulzar
Tenant's Representative	none
Landlord	Vishal Barot and Binta Barot
Landlord's Address	354 Middleton Road, Carshalton, SM5 1HA
Landlord's Representative	none
Date of Application	1 December 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS W Gibbs
Date of Decision	22 May 2026
Rent Determined	£1700.00 pcm
Date the new rent takes effect	5 December 2025

REASONS FOR THE DECISION

Background

1. On 29 October 2025, the landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2597.00 per calendar month (pcm) in place of the existing rent of £1520.00 pcm to take effect from 5 December 2025.
2. On 1 December 2025 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 is dated 5 October 2021 for a fixed period of 24 months commenced 5 November 2021. The rental period is monthly payable on the 5th of the month, initially at £1300.00 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. There is a considerable volume of evidence a proportion of it is not material to the case which is the determination of a rent under the Housing Act 1988.
5. The Tribunal was not requested to inspect the property, and the Tribunal did not consider on the evidence that an inspection was proportionate.

Directions

6. Directions were issued on 26 March 2026.
7. A Case Management Hearing was held on 24 March 2026, conducted by Procedural Chair Ms Beckwith with the tenants: Nayla Gulzar and Safeer Gulzar and the landlord Vishal Barot in attendance.
8. Both parties were given the opportunity to clarify the points made and ask questions following which Ms Beckwith answered and indicated that:
9. (i) the jurisdiction of this Tribunal is to determine the market rent of the said property based on the referred landlord's Notice of Increase. This is the only question in front of the Tribunal and it is not able to consider other matters. The

Tribunal will determine the market rent in accordance with s14 of the Housing Act 1988.

10. (ii) The landlord has requested disclosure of various items, such as a tenancy agreement he is not party to and universal credit information. The documents are not relevant to this Tribunal's jurisdiction, and therefore, the Tribunal will not order disclosure.
11. (iii) All representations/submission or supporting evidence should be submitted in relation to the market rent in accordance with the key dates outlined in the directions.
12. (iv) Any other applications to the Tribunal must be made using form Order 1 and copied to the other side.
13. (v) An inspection is not mandatory but given the facts disputed between the parties it is an appropriate case for an oral hearing, which will take place by video as suggested.
14. The landlord to complete their Reply Form copied to the tenant by 15 April 2026.
15. The tenant should complete their Reply Form copied to the landlord by 29 April 2026.
16. The landlord may provide a brief reply by 6 May 2026.
17. On the 15 April 2026 the parties were informed of the date and manner of the hearing, that was 22 May 2026 at 10:00am by video hearing.
18. The landlord's made an Order 1 form, dated 5 May 2026.
19. By decision from Judge Martynski of 8 May 2026, in respect of the Order Form 1 dated 5 May 2026 it was determined that "Judge Martynski has considered the landlords application and has decided that the video hearing should proceed as per the directions given to the parties. The Judge has further commented as follows: Given the Complexities of this case, it should be dealt with at a hearing rather than just on the documents alone.

Preliminary Issues

20. The Applicants sought to submit a further documentation dated 14 May 2026. This document was received outside the timetable of the Directions.

21. The Tribunal determined it would not admit the document, because the other party had not had a opportunity to respond to it.
22. By application dated 19 May 2026, the landlords request under Rule 8 to debar the tenants from relying on or introducing any application, submissions, documents or evidence which has not been filed and served under the Directions of the 26 March 2026.
23. That the landlord further requests that the scheduled hearing proceed, but that the Tribunal determine the matter based strictly on the evidence properly filed and served to date, excluding any late or non-compliant submissions from the tenants.
24. The tribunal had previously determined that material received outside the directions which the landlord had not had the opportunity to respond to was not to be admitted.
25. Further the landlord requested the decision also to be worded in full and not omit any material information given the tenants are using the First tier Tribunal proceedings to mislead a county court (for example creating a fictitious event at HS/LON/OOBF/MNR/2025/0833 to support a counter claim of £20,000).
26. This matter was considered as a preliminary matter at the hearing of the 22 May 2026.
27. The Tribunal reminded the parties that the jurisdiction is limited to determination of the rent for the property under section 13 and 14 of the Housing Act 1988. That the decision would record the matters relevant to the decision.

Allocation of Repairs between Landlord and Tenant.

28. The Tribunal has considered the written and verbal submissions of the parties.
29. The tenancy agreement notes under section 8 ;
“ 8.1 The tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear) and shall return the Property to the Landlord at the end of the Tenancy cleaned to a professional standard.

8.2 If the Property has a garden, the tenant shall keep it clean and tidy and free from rubbish.

8.3 The tenant shall keep the inside and outside of all windows that the tenant can reasonably reach clean.

8.4 The tenant shall promptly replace all broken glass at the Property where the tenant, or the tenant's family or visitors cause the breakage.

8.5 The tenant shall not cause any blockage to the drains, gutter and pipes of the Property. This obligation does not require the tenant to carry out any works or repairs for which the Landlord is liable under clause 10.5.

8.6 The tenant shall not make any alteration, addition, or redecorate the Property without the prior consent of the Landlord (such consent not to be unreasonably withheld).

10.5 In accordance with section 11 of the LTA 1985, the Landlord shall:

(a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external works);

30. 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. The tenant is responsible for the remainder.

Liability for Council Tax and Utilities

31. 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.

Inspection/Hearing

32. Neither party requested an inspection, the hearing was scheduled for a hearing on 22 May 2026.

The Property

Extent and Specification

33. The Tribunal from review of papers finds; from the landlords reply form, the property is a first and second floor flat comprising two living room, plus a kitchen, three bedrooms, and a bathroom. This is confirmed by the tenant's evidence in the Reply Form. From the oral evidence of the parties, it was stated the property was located above a commercial premises, a Post Office. The access to the property is via a path at the rear of the property and a staircase to the first floor.

Floor	Area	
First	Living room	
	Living room	
	Kitchen	
	Bedroom 1	
	Bedroom 2	
	Bedroom 3	
	bathroom	

Improvements

34. The Reply Form completed by the tenant undated, notes that the tenant installed a pergola. The landlord describes the alterations as being enclosing the balcony.
35. The Tribunal finds that from the tenancy agreement alterations require permission; it is clear from the landlord's submission that they do not believe they have given permission. The Tribunal finds therefore that the property for which the rent is to be determined excludes this alteration.

Disrepair

36. The parties referred to a previous First tier Tribunal decision where the Tribunal inspected the property and determined a rent effect 30 May 2024. During the hearing a number of issues of disrepair were raised.
37. The stair access to the property was said to have a step damaged. There is no photographic evidence of a broken step. The Tribunal finds on balance, taking into account the inspection from the previous decision, and that neither party asserted the position had changed, that the stairs are functional, but in minor disrepair.
38. The tenant considers the windows are draughty. The landlord states they were fitted in 2021 immediately before the current tenancy. There is no photographic evidence to this effect. The Tribunal finds that the condition of the windows does not detract from the rental value of the property.
39. The tenant considered that the carpet lifted in the rooms in the flat when it was windy outside. There is no photographic or video evidence. The Tribunal finds the condition of the carpet does not detract from the property.
40. The landlord states that before the property was let the property had been refurbished with a new kitchen, bathroom, and carpets. The tenant did not contest this.

41. The tenant asserts that the bathroom experiences mould and that this needs to be washed down frequently. The tenant asserted the bathroom did not have a mechanical extractor fan, the landlord did not contest this. The Tribunal has heard no evidence that the property leaks and so finds the mould is a product of condensation which in turn is a combination of habitation and inadequate air flow.

Specification

42. The submissions and oral evidence showed that the landlord supplied the central heating, double glazing, the oven/ hob which runs on gas , the fridge freezer was supplied by the landlord , and the washing machine in use is the tenants although the tenant stated the, landlord supplied washing machine, was in storage.
43. The property has;

Specification	Provided by
Central Heating	LL
Double Glazing	LL
Carpets and Curtains	LL
White Goods	LL

Rental Evidence

The Landlord

44. The landlord within their Reply Form requests the Tribunal to “determine the rent valuation using HMO calculation for at least 5 adults and 2 children.”
45. The Tribunal explained that the determination is made on the property and not what may or may not be the use or number of inhabitants.
46. The landlord when asked what the current rent should be for the property stated £2606 pcm .The landlord provided no comparables.

Tenant’s rental evidence

47. The tenant asserted the property should not increase from that of the previous rent. The previous rent in the notice being £1520 pcm.

Determination and Valuation

48. The valuation date is the effective date of the rent proposed in the Notice of Increase. This is 5 December 2025.
49. The Tribunal values the property on the basis that;
- (a) The condition of the property disregards any tenant's improvements, in this case a pergola which is not permitted under the tenancy.
 - (b) That the terms of the tenancy are such that landlord is responsible for section 11 Landlord and Tenant Act 1985.
 - (c) That the property has a predisposition to mould in the bathroom and there is no mechanical extraction in the bathroom.
 - (d) That the tenant's installation on the balcony is disregarded
 - (e) That the external staircase has damage.
 - (f) The Tribunal must make a determination under the Housing Act 1988 section 13 and 14 and cannot take into account the social or community nature of the development.
50. Relying on its own expert, general knowledge of rental values in the area, and the submissions 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 £1800.00 pcm.
51. From this level of rent, the Tribunal has made an adjustment of 5% to reflect the above matters in paragraph 49, this gives £1710 pcm, rounded to £1700 pcm.
52. The Tribunal determines £1700 pcm.

Undue hardship

53. 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.
54. The Tenant has not asked the Tribunal to fix a later starting date in this case.

Decision

55. Therefore, the Tribunal determines the market rent at £1700.00 per calendar month with effect from 5 December 2025.

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.