

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	MF/LON/OOAJ/MNR/2026/0038
Property	Flat 4, Greystoke Court, Hanger Lane, W5 1EN
Tenant	Ms Jade James
Tenant's Representative	none
Landlord	Mr Mehernos Darwulla
Landlord's Address	12 Anthony Road Greenford Middlesex UB6 8HE
Landlord's Representative	none
Date of Application	14 December 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS I Rakhy
Date of Decision	4 June 2026
Rent Determined	£1615.00 pcm
Date the new rent takes effect	1 February 2026

REASONS FOR THE DECISION

Background

1. On 10 December 2025, the landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1850.00 per calendar month (pcm) in place of the existing rent of £1500.00 pcm to take effect from 1 February 2026.
2. On 14 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 commenced 1 October 2024 as twelve-month contractual assured shorthold tenancy. The rental period is monthly payable on the 1st of the month, initially at £1500.00 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 considered the submissions of the parties carefully including the photographs submitted. The Tribunal considered at the close of the hearing that an inspection inspected would be unnecessary and disproportionate.

Preliminary Matters

6. Material received outside the Directions has not been considered. The Respondent sought to include evidence in relation to a nearby letting that had not been submitted under the Directions. The Applicant objected. The Tribunal considered and decided that to admit the evidence during the hearing would be unfair to the applicant and so refused the application to submit new evidence by the respondent.

The Hearing

7. The hearing was carried out through the Tribunal video platform. Ms James, the Applicant represented herself. The property is held by joint landlords, both present in the hearing. However, Mr **Darwulla made the submissions.**

Allocation of Repairs between Landlord and Tenant.

8. The Tribunal has considered the written and verbal submissions of the parties.
9. The Tribunal finds in the absence of alternative contention the landlord is responsible for repairs, section 11 Landlord and Tenant 1985 responsibilities.

Liability for Council Tax and Utilities

10. The Tribunal has considered the written submissions of the parties. The Tribunal finds; the tenant is responsible for the payment of utilities and council tax in respect of the Property.

The Property

Extent and Specification

11. The Tribunal from review of papers and inspection finds; the property is a ground floor flat comprising a living room, kitchen, two bedrooms and a bathroom. The property is accessed through a communal foyer.

Floor	Area	
Ground	Living room	
	Kitchen	
	Bathroom	
	Bedroom 1	
	Bedroom 2	

Improvements

12. The Reply Form completed by the tenant notes that no material improvements have been made by the landlord.

Disrepair

Building works

13. The tenant noted that the building in which the flat is located has been subject to ongoing building works. This was asserted had produced an impact on the quiet enjoyment. The works had produced a reduction in parking. The Tribunal considered photographs of the external of the building showing the works. The parties agreed that scaffolding and fencing had been installed around the building for the works. The works themselves involved the addition of an extra storey on the block within which the subject property resides. Additionally, two blocks to the rear detached from the former block are also having works in their case it was understood from the landlord to involve the addition of two additional storeys. The tenant asserted that the

construction works arrived around 7:00 am and caused noise before starting at 8:00 am. The landlord did not contest this but said he had no control over this. Additionally, the Tribunal examined photographs of the scaffolding and associated debris in the vicinity of the tenants ground floor balcony. The Tribunal finds at the effective date of Notice 1 February 2026, that extensive building works were being undertaken.

Car parking

14. The tenant asserted that car parking was restricted due to the presence of contractors. The landlord said that a leaseholder had taken the freeholder to court to ensure car parking. The tenant contended that car parking is challenging and enforcement had been occurring.
15. The Tribunal finds that the building works are having a detrimental impact on the carparking for tenants and their visitors
16. **Gas outage**
17. The tenant asserts the property suffered a gas outage for 4 weeks. The parties agreed that as at date of the proposed rent increase 1 February 2026, services had been restored.

Condition of interior

18. The general condition of the property the tenant asserts, that the property is in dated condition. The tenant asserts the kitchen fittings and appliances are functional but outdated. That there is mould present in (i) master bedroom, (ii) second bedroom, (iii) kitchen and (iv) within the sealant at one end of the bath.
19. The landlord contended that the property was fully refurbished before the tenant entered in 2017.
20. From the landlords Reply Form, that landlord states “it is noted that Ealing Council carried out an inspection Sept 2025 related to Selective Licensing. 2 minor hazards found, namely the 2-bedroom doors had locks which is not permitted as it doesn't comply with the regulations. This was corrected and the work was accepted by Ealing Council as shown in the email on 21st January 2026.”
21. The landlord contended the mould was as a result of condensation and not rising damp, the former being caused by moist area in the property. The landlord said they had done everything they could including adding a moisture activated extractor fan in the bathroom and adding trickle vents to the windows.

22. The Tribunal finds at the date that the proposed rent increase that is 1 February 2026, that the property because of the age and nature of the block has a predisposition to mould. Albeit the evidence of the mould from the photographs whilst in each room was not extensive.
23. The Tribunal finds the interior of the property not pristine but that expected from occupation after a careful occupier for eight or nine years.

Washing Machine

24. The tenant asserts the washing machine is not functioning properly. The parties agreed that the subject washing machine was installed second hand by the landlord. The tenant had called out an engineer who said that nothing could be done to repair it. The tenant agreed they had not notified the landlord of the disrepair. The Tribunal finds that given the washing machine was the landlord's and that they had not been given the opportunity to repair, the Tribunal does not consider this to be an issue that detracts from the amenity of the property. It is a washing machine potentially in need of repair and the landlord would normally be given the opportunity to repair it.

White goods

25. The parties agreed that the white goods were supplied by the landlord.

Specification

26. From the tenant's Reply Form, it is noted the carpets; curtains are supplied by the tenant. That the white goods were supplied by the landlord as were the central heating and double glazing.
27. The Tribunal finds the specification of the property is as set out below;

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

Rental Evidence

The Landlord rental evidence

28. The landlord proposed that the rental level of the property should be £1850.00 pcm as at 1 February 2026.

29. The Landlord included a number of comparables, of two-bedroom flats in the vicinity ranging from £1750 pcm to £2500.00 pcm. Upon questioning the landlord said there were two key comparables in blocks on the development at £2000 pcm. From the letting photographs these appear to be from before the commencement of the building works. The comparables were not on the ground floor.

Tenant's rental evidence

30. The tenant submits a number of comparables that range from £1450 pcm to £1750 pcm, these upon questioning were drawn from a search of properties within a three mile radius. The tenant did not give a precise figure on the rent they sought but indicated it would be below that of the proposed.

Determination and Valuation

31. The valuation date is the effective date of the rent proposed in the Notice of Increase. This is 1 February 2026.
32. The Tribunal values the property on the basis of the findings above.
33. The Tribunal prefers the comparables of the landlord because they are in the same development, the tenant's comparables are some distance.
34. The Tribunal making adjustment of the comparables at £2000 pcm for the fact they are on floors above ground floor, determines a rental figure of £1900 pcm if the property was in similar condition to the comparables and no external building works.
35. The Tribunal considers that the two comparables from which the £1900pcm is derived are from the same development and so the Tribunal finds that the likelihood of a predisposition to mould in the comparables would be the same. So no adjustment is made for that.
36. The Tribunal makes an adjustment of 15 % to reflect the building works, which given their nature, a prospective tenant would appreciate would be long term and have some impact. The allowance also includes and the slightly aged condition of the interior.
37. The net rent is £1900 pcm less £285.00 giving £1615 pcm

Undue hardship

38. 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.

39. The tenant stated in their application form any increase in rent would cause undue financial hardship and requested that, if an increase is determined, the effective date be deferred.”
40. The Tribunal needs to be assured that any rise would result in “undue hardship”. No evidence of hardship has been received.

Decision

41. Therefore, the Tribunal determines the market rent at £1615.00 per calendar month with effect from 1 February 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.