

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AE/MNR/2025/0971
Property	2 Westmeath House, 130 Brook Road, London, NW2 7DF
Tenant	Zans Jerimovs
Landlord	Calogero Noto and Maria Noto
Landlord's Address	10 Vincent Gardens, London, NW2 7RP
Date of Application	5 September 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mrs E Ratcliff MRICS Judge J Stewart
Date of Decision	5 June 2026
Rent Determined	£1.040 per calendar month
Date the new rent takes effect	20 September 2025

REASONS FOR THE DECISION

Background

1. On 11 August 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,650 per calendar month (pcm) in place of the existing rent of £1,050 pcm to take effect from 20 September 2025.
2. On 5 September 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 assured tenancy commenced on 20 February 2014 for a term of 12 months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

5. The property was let furnished.

Liability for Council Tax

6. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Inspection and the Property

7. The Tribunal carried out an inspection of the property on 1 April 2026 in the presence of the Tenant, the Landlord was notified of the inspection but did not attend.
8. The property is a ground floor flat in a purpose-built block of one and two bedroomed flats in a gated development, offering the following accommodation:

Hall, living room, additional room (without windows), kitchen, bedroom, bathroom and separate WC. Outside, there are communal gardens.

9. The property has central heating and double-glazing. There is a security entry system to the main development gate.
10. The property is situated in Dollis Hill area of north-west London, within reasonably close proximity to public transport, local schools and Brentwood Shopping Centre.
11. On inspection, the Tribunal noted the following:
 - a. The front door to the flat did not appear to meet fire safety requirements, as there were visible gaps around the door.
 - b. There were hairline cracks and discolouration to the ceiling in the hall.
 - c. There were signs of water ingress in the bathroom and the hall cupboard, including staining to the bathroom ceiling and a bowl placed in the hall cupboard to collect water dripping from above.
 - d. Damp and mould were evident throughout the property, affecting both walls and ceilings. In some areas this manifested as water staining and black mould growth; in others, there was lifting paint and signs of ongoing damp penetration. This was particularly noticeable on the external walls of the living room and bedroom, where the walls appeared damp and items of furniture showed evidence of rusting and mould growth. A dehumidifier was present in the bedroom; when activated, it recorded a humidity level of 93%, having been set to a target of 50%.
 - e. Window seals throughout the property appeared to have failed or deteriorated. Some of the window side infills were no longer fixed in place and the wall cavity was exposed, which did not appear to be insulated. The windows lacked modern trickle vents.
 - f. The kitchen, whilst a little dated in style, appeared functional and generally in working order. There was no separating door between the kitchen and the living area and no radiator.
 - g. The additional room appeared to have been created by partitioning off an area of the living room and, as a result, lacked a window.
 - h. The bathroom was modern and serviceable. However, there was some black discolouration to the tile grout and sealant, and the ceiling finish was patchy. The extractor fan appeared functional but did not continue to run on when the light was switched off.

- i. The communal garden areas in the immediate vicinity of the flat appeared to be maintained. However, a number of trees and large bushes had been allowed to grow in height, potentially reducing natural light to the property.

Hearing

12. The Tenant requested an oral hearing. A hearing was held on 28 May 2026 at 10:10 am. The Landlord did not attend and had previously indicated that they would not. However, for the avoidance of doubt, the Tribunal delayed the start of the hearing by 10 minutes.

Evidence

13. Both the Tenant and the Landlord returned the Tribunal's Reply forms, and the Tenant made oral submissions at the hearing.

The Tenant

14. The Tenant submitted the following:
 - a) The property is a one-bedroom flat - an internal room has been created by partitioning a part of the living room. It does not have a window and cannot be regarded as a bedroom when determining the market rent.
 - b) White goods – are provided by the Landlord, except for the washing machine. The dishwasher appears not to be connected and has not been used.
 - c) Maintenance - the Tenant covered all maintenance costs since they first occupied the property in September 2007.
 - d) Natural light – the property is adversely affected by the closeness of large shrubs and trees, which are not maintained.
 - e) Rising damp, mould and condensation – the property is badly affected. The Tenant has provided their own dehumidifier and cleans affected areas regularly to try to manage the issue. The Tenant attributes the issue to a combination of factors, including poor quality windows, inadequate extractor fans (does not run on when light switched off), no bathroom window, lack of wall insulation, structural defects and lack of a kitchen door. Throughout the walls, ceilings and furniture are affected.

The Tenant submitted a damp expert's report from Property Surveying Services dated 28 January 2026. The report identifies localised dampness and associated damage to decorative finishes to the right-

hand corner of the living room and along the left-hand side elevation of the bedroom, active black mould, and that bedding and the mattress were found to be wet to the touch. The report includes internal and external photographs, which were consistent with the Tribunal's own observations during its inspection. The report concludes that:

- (i) Condensation is a contributory factor but not the primary cause; and
 - (ii) the damp is likely to be caused by (a) a concrete structure or lintel within the external wall causing a bridge of the damp proof course, and (b) a more general failure of the damp proof course.
- f) Water leak – a long standing leak from the flat above into the bathroom and hall cupboard. Despite reassures from the Landlord and/or managing company, this has not been resolved. The Tenant considers this has contributed to the overall damp and mould issues.
- g) Windows – double-glazed, however the seals have deteriorated. There are no trickle vents and, in some places, the side infill panels are coming away, exposing uninsulated wall cavity.
- h) Fire safety issues – the front door to the flat does not fully comply with fire safety requirements as there are visible gaps. There is also no internal kitchen door.
- i) General safety (personal and property) – the gates into the development have not locked for a number of years.
- j) Overcrowding – occupation of other flats in the block is not controlled and has led to overcrowding. As a result, personal items, such as prams and scooters, are frequently left on the stairs, creating a potential fire hazard. The entrance door to the block is often left open as not all occupants have keys. This was said to have led to a recent burglary of another flat in the block and contributes to concerns over safety.
- k) The development – the Tenant no longer has access to the meter cupboard in the communal hallway and is therefore unable to read their own electricity meter. Waste and rubbish are often deposited in the communal gardens, and part of the gardens has been sectioned off for exclusive use by another block.
- l) Vermin infestation - this is understood to be in the general vicinity of the property, but the point was not expanded.

15. In terms of rental evidence, the Tenant did not submit comparable evidence as part of their written submission. However, they referred to a recent online search, which identified two similar one-bedroom flats in good order that were available to let at £1,150 and £1,340 per month.

The Landlord

16. The Tenant submitted the following:
- a) The Landlord considers the property to be a one-bedroomed flat. The additional room could be used as storage or an office. The property was let including white goods, and a new boiler was installed in June 2024. This is the first rent increase since 2014.
 - b) The property is in Dollis Hill in a gated development with entry phone and communal gardens. Schools, shopping centres and transport links are nearby.
 - c) The Landlord asserts that the Tenant has “manufactured and escalated” a number of issues not previously raised following the service of a section 21 notice for possession. This was said to include altering a copy of the tenancy agreement, making false allegations of condensation and disrepair, including to the local authority, whilst at the same time refusing to allow the Landlord or the Management Company, or their surveyors or plumbers, access to the property.
 - d) Complaints raised about communal areas and structural defects are the responsibility of the Freeholder and the Management Company and are outside the Landlord’s control.
 - e) The Tenant has not paid the rent since June 2025 and shares the property or sublets, without the Landlord’s consent.
 - f) The Landlord did not provide comparable evidence.

Determination and Valuation

17. The Tribunal considered this case on the basis of their inspection, oral submissions at the hearing and the papers provided by the parties and its own knowledge and specialist expertise.
18. 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 £1,600 pcm. This is the rent we would

expect the property to let for in the open market if it was in the general condition expected in the local market including having white goods and floor and window coverings provided by the landlord.

19. From this level of rent, the Tribunal has made adjustments in relation to the following:

- a) Damp and mould throughout the property, but specifically the living room and bathroom.
- b) Ongoing water leak to bathroom and hall cupboard
- c) Fires safety – no kitchen door and front door not to required standard
- d) Washing machine provided by Tenant

The full valuation is shown below:

Starting Rent	£1,600 pcm
<u>Less</u>	
a) Items given under a) to d) – approx. 35%	<u>£ 560</u>
Market rent	£1,040 pcm

Undue hardship

20. 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.

21. The Tenant has asked the Tribunal to fix a later starting date in this case. The Landlord did not respond to this point. However, the Tribunal has determined a rent that is marginally lower than the existing rent. As such, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and accordingly sets the starting date for the new rent as **20 September 2025**.

Decision

22. Therefore, the Tribunal determines the market rent at **£1,040 per calendar month** with effect from **20 September 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.