

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AJ/MNR/2026/0061
Property	19 Merton Avenue, Northolt, London UB5 4QF
Tenants	Maria Zamfir Ovrdiv Zamfir
Landlord	Murugeau Sivalingam
Landlord's Address	389 Alexandra Avenue, Harrow, Middlesex HA2 9EF
Date of Application	23rd December 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Nicol Ms C Barton MRICS
Date of Decision	17th July 2026
Rent Determined	£1,550 pcm
Date the new rent takes effect	9th January 2026

REASONS FOR THE DECISION

Background

- On 8th November 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,800 per calendar month

(pcm) in place of the existing rent of £1,450 pcm to take effect from 9th January 2026.

2. On 23rd December 2025, under Section 13(4)(a) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. The assured tenancy commenced on 9th March 2020 for a term of one year and has been renewed since. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per sections 9A and 11 of the Landlord and Tenant Act 1985.

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

5. None

Liability for Council Tax

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

Inspection/Hearing

7. A hearing was held on 17th July 2026, attended by Mr Zamfir on behalf of both Tenants and the Landlord. The Tribunal has considered this case on the basis of an inspection and an oral hearing and its own knowledge and specialist expertise.

The Property

8. The Tribunal carried out an inspection of the Property on 17th July 2026 in the presence of the Tenants. The Landlord was not present.
9. The Property is a terraced house, with 2 bedrooms, a living room, a kitchen and a bathroom/WC. It benefits from central heating and double glazing. It has a rear garden, although the rear fence is currently missing.
10. The Property currently presents as in good decorative order but the Tribunal must assess the rent as at the date in the notice when the new rent starts, 9th January 2026. On 23rd March 2026, the local authority served an Improvement Notice. The Landlord has since carried out works to remedy damp problems, including removing evidence of damp in the living room and the front bedroom

and the installation of a new vent in the kitchen. The Tribunal has assessed the market rent as it would have been before the works.

Evidence

11. Both the Tenants and the Landlord returned the Tribunal's Reply forms.
12. The Tenants made the following comments:
 - a) Mr Zamfir carried out several maintenance works at his own expense despite being the landlord's responsibility, including replacing a broken toilet basin and leaking water taps. While the Tenants have legal remedies for a landlord's failure to repair, getting a lower rent because the tenant has done repairs themselves is not one of them. This is irrelevant to the Tribunal's calculation of the market rent. The Landlord complained that the Tenants did not allow him in to carry out repair work from time to time but this is also irrelevant.
 - b) The property has suffered from rising damp and mould issues, which the Tenants said were reported to the landlord/agent repeatedly over the last five years. Due to the poor condition of the property, the local authority inspected, following which they issued an Improvement Notice and the Landlord started carrying out repairs gradually (as referred to above). Mr Zamfir said they were almost complete but the Landlord said there was nothing further to do.
 - c) Mr Zamfir further claimed the damp was returning. The Tribunal observed that the kitchen floor near the rear door bows due to underlying timber rot and the laminate panels are lifting at the edges, indicating past and possibly ongoing damp damage.
13. In terms of rental evidence, the Landlord provided some evidence of asking rents for local properties but the Tenant did not provide any.

Determination and Valuation

14. The Tribunal considers the comparables provided by the Landlord lack detail and are not very useful, being asking rents rather than achieved rents.
15. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,800 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties.

16. From this level of rent, the Tribunal has made adjustments in relation to the following:
- a) The condition as it was in January 2026.
 - b) The bathroom furniture is in reasonable condition but it needs modernisation relative to comparable properties.

The full valuation is shown below:

Starting Rent			<u>£1,800</u> pcm
<u>Less</u>			
a)	Items given under a) above	£200	
b)	Items given under b) above	£50	<u>£250</u>
Market rent			£1,550 pcm

Decision

17. Therefore, the Tribunal determines the market rent at £1,550 per calendar month with effect from 9th January 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.