



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference	LON/OOAJ/MNR/2025/1013
Property	Flat 16 Oaktree Court, 25 Pierrepont Road, Acton, London, W3 9JZ
Tenant	Youssef Elias & Agata Kalarus
Tenant's Representative	None
Landlord	Sheraz Bahader
Landlord's Representative	None
Date of Application	6 October 2025
Type of Application	Determination of a Market Rent Sections 13 & 14 of the Housing Act 1988
Tribunal Members	J. A. Naylor FRICS FTPI Valuer Chair
Date of Decision	16 March 2026
Rent Determined	£1,600.00 per calendar month
Date the new rent takes effect	16 March 2026

REASONS FOR THE DECISION

Background

1. On 15 September 2025, the Landlord served a Notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,800.00 per calendar month (pcm) in place of the existing rent of £1,350.00 pcm to take effect from 16 October 2025.
2. On 6 October 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 initially on 16 August 2021 and was renewed on 16 August 2023. 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. None.

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.

Any other terms of the tenancy taken into consideration in determining the rent.

7. All terms as detailed within the tenancy agreement dated 12 August 2021.

Inspection/Hearing

8. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of an inspection / the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is a self-contained flat offering the following accommodation:

Internally: Lounge, 2 bedrooms, kitchen, bathroom/WC.

Externally: Communal gardens and off street parking

Services

The Property benefits from central heating, double glazing and the Landlord's provision of carpets and curtains and white goods.

The Property is situated in a busy and relatively popular part of London, well connected for transport and shopping facilities.

Evidence

10. The Tribunal's Reply forms were returned by both the Tenant and the Landlord.
11. Additional submissions were also received from both the Tenant and the Landlord.

The Tenant

12. The Tenant confirmed that they required neither a hearing nor an inspection of the Property but provided details of the room sizes and pointed out that the Property was let unfurnished, that it is a Local Authority block and that there is poor moisture extraction in the bathroom causing mould and damp and a past mice infestation. Some photographic evidence of these issues was provided. The Tenant confirmed that the Property has central heating, double glazing, carpets, curtains and white goods with off-street parking and communal gardens.
13. By way of an email dated 2 March 2026 entitled "evidence bundle", the Tenant requested the effective date be moved to the date of the determination. The Tenant claims hardship on the basis of a fixed budget, low income and the need for Universal Credit and has provided some documentary evidence relating thereto. In addition defects previously mentioned in their application are reiterated.
14. In terms of rental evidence, the Tenant provides two comparables by way of screenshots from the Rightmove internet site detailing two rents, each for a two bedroom property, one of £1,600.00 pcm and the other for £1,647.00 pcm.

The Landlord

15. The Landlord made the following comments:

In respect of the reply form:

16. The Landlord confirmed that they did not want an inspection nor a hearing. They also provided details of the room sizes and confirmed that the Property was in a good condition at the time of occupation and provided inventory documents in support of this .
17. The Tribunal, of course, is only concerned with the condition of the Property at the date of the market valuation.
18. The Landlord confirms that the Property does have central heating, double glazing and they provide carpets, curtains and white goods and that there are communal gardens. The Landlord has provided details of various repairs and replacements that they have undertaken and advise that they have also attempted to obtain access earlier this year to deal with the damp issues but had trouble getting access.

By way of further submissions:

19. The Landlord claims that the Property was professionally cleaned at commencement of the tenancy and has provided details, including invoices, , as evidence of this. As stated above, the condition of the property at the commencement thereof , is not a matter which concerns the Tribunal at this stage.
20. The Landlord further provides evidence of three market reports from Zoopla, Landlord Action, solicitors and Go View, the managing agents. These conclude that the rent of the Property is £2,100.00 pcm, £1,800.00 pcm and £1,650.00 pcm. There is also a floor plan and a report from London Property Profile Limited.

Determination and Valuation

21. In consideration of the evidence provided the Tribunal makes the following comments:

22. The Tribunal has taken into consideration all the evidence provided by the parties and has referred specifically to those that deal with the issue of market rent. Historic issues are not for the Tribunal's consideration currently .
23. Relying on its own expert, general knowledge of rental values in the area, and the evidence provided by the Landlord and Tenant, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1,700.00 pcm.
24. 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.
25. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - i) Evidence of some damp and mould within the Property.

The full valuation is shown below:

Starting Rent	£1,700.00 pcm
<i>Less</i>	£ 100.00 pcm
<u>Market rent</u>	£1,600.00 pcm

Undue Hardship

26. The Tenant has sought a determination that finds that rent is to be payable from the date of determination as opposed to the date of the Landlord's Notice, namely, 16 October 2025 , as to do otherwise would cause the tenant sufficient hardship due to the amount of back rent payable and their limited income.
27. Whilst it is noted that the Tenant does receive housing benefit, currently sufficient to cover rent in full there is no guarantee that this will continue at the full amount of rent herein determined.
28. Further the Tribunal finds that the tenant ,on the evidence that they have provided ,does have a limited income.
29. In the absence of any submissions on hardship from the Landlord, the Tribunal determines that the rent should be payable from the date of its Decision, that being 16 March 2026.

The Law

30. When determining a market rent in accordance with the Housing Act 1988 Section 13 regard must be had to all of the circumstances (other than personal circumstances) including the age, location and state of repair of the property, matters contained within the rent, repairing obligations, etc. This means that issues such as the tenant's ability to pay the rent or bills associated with the property are not a consideration for the tribunal in assessing the rent. They can, however, affect the date from which the Tribunal consider the rent is payable.
31. 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.

Decision

32. Therefore, the Tribunal determines the market rent at £1,600.00 pcm with effect from 16 March 2026.

Chairman: J. A. Naylor FRICS FTPI

Valuer Chairman

Date: 16 March 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.