	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/OOBA/MNR/2026/0023**
Property	**24 Park Avenue, Mitcham, London, CR4 2EL**
Tenant	**Muhammad Zafar, Kausar Parveen, Ali Husnain**
Tenant's Representative	**Muhammad Zafar**
Landlord	**Rent my Home – Kishan Parmar**
Landlord's Address	**8 St Thomas Street, London, SE1 9RS**
Landlord's Representative	**none**
Date of Application	**22 November 2025**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**R Waterhouse FRICS** **M Bygrave MRICS**
Date of Decision	**25 August 2026**
Rent Determined	**£1600.00 pcm**
Date the new rent takes effect	**15 January 2026**

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REASONS FOR THE DECISION

Background

1. On 18 November 2025, the landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2100.00 per calendar month (pcm) in place of the existing rent of £1600.00 pcm to take effect from 15 January 2026.

2. On 22 November 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 15 December 2023 for a fixed period of 12 months to 14 December 2024 with a rent payable of £1600 pcm.

4. The Tribunal has considered all evidence submitted within the timetable set out by the Directions. Neither party requested a hearing and on the papers the Tribunal considered a hearing would be disproportionate. The Tribunal made its determination after the inspection of the property. 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.

Directions

5. Directions were issued on 27 April 2026.

Preliminary Issues

6. None

Allocation of Repairs between Landlord and Tenant.

7. The Tribunal has considered the written submissions of the parties.

8. The tenancy agreement notes under section 10;

The landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and tenant Act 1985,

Liability for Council Tax and Utilities

9. 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 as per the tenancy agreement paragraph 3.2.

Inspection/Hearing

10. Neither party requested a hearing, the inspection was carried out on 25 August 2026. The inspection found the subject property is a flat on the ground floor formed within a Victorian house that has been converted into flats. The house comprises ground, first and second floors. The subject property is contained on the ground floor only.

11. The house in which the flat is found is constructed of solid brick walls, the rear elevation has been rendered across two storeys. The front elevation has been externally insulated and then rendered.

12. The front door to the house is a communal one used by the ground floor and upper residents. The subject flat has double glazing with trickle vents throughout the flat. Through the front door there is a small hall then separate dedicated front door to the subject flat.

13. The front bedroom contains a bay window facing the road. There is evidence of mould, and flaking paint/plaster around this window.

14. Within the flat there is a shower room, and WC, this has a suspended ceiling. The fittings are old and there is a lack of mechanical ventilation and clear signs of mould within the room.

15. The living room which is adjacent to the shower room has evidence of extensive damp; flaking plaster and paint which emanates from the junction of the shower. The damp in the living room extends the majority of the dividing wall between the neighbouring house. A sofa in the room also shows signs of mould growth. The carpets are in poor condition. There is a large hole in the floor in the corner where the shower room meets the living room.

16. The kitchen is found off the living room. The dividing wall between the kitchen and living room shows signs of damp. As does around the window. The kitchen contains the landlord's white goods and overall whilst appearing functional it is in a tired condition.

17. There is a second bedroom with a window and some evidence of mould.

18. Outside to the rear there is a private garden.

The Property

Extent and Specification

19. The Tribunal from review of papers finds; from the tenant's Reply Form, the property is a ground floor flat comprising two bedrooms, living room, plus a kitchen, and a bathroom. This is confirmed by the tenant's evidence in the Reply Form. The Landlords Reply Form confirms this, an additional provided dimension for the rooms.

Floor	Area	
Ground Floor	Living room	
	Kitchen	
	Bedroom 1	
	Bedroom 2	
	bathroom	

Improvements

20. The Reply Form completed by the landlord notes some work carried out between 2022 to 2024. The Tribunal finds that these works amount to repair rather than improvement.

Disrepair

21. The tenant included with their application form, a number of close-up photographs showing localised mould on walls and potentially on a sofa.

22. The tenant in their Reply Form notes, there was a leak in the bathroom on 30 April 2026 that was fixed by the landlord. This leak the tenant contends had led to mould growth which the tenant had attempted to fix prior to leak being rectified.

23. The landlords Reply Form of 40 pages notes a report by a damp specialist that states the mould was caused by the tenant's negligence. The Landlords reply form includes a copy of the specialist damp report dated 22 December 2025. Included was a copy of various invoices in respect of work carried out between 2022 and 2024.

24. The Tribunal has considered the report and in conjunction with the inspection finds the tenant is not responsible for the mould within the property. There is a lack of ventilation. The Tribunal therefore finds that any discount to the rent on account of

the condition would be properly applied because it is not a product of tenant actions causing disrepair.

Specification

25. The tenant's Reply Form notes the landlord has supplied the central heating, double glazing, curtains, carpets and white goods. The property is also said by the tenants Reply Form to have a private garden.

26. The property has;

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

27. **Rental Evidence**

The Landlord

28. The landlord accompanied the Notice of Increase with a number of comparables. These were extracts from a search carried out on "Rightmove". The comparables ranged from £2000.00 pcm to £2100.00 pcm, they all comprised 2-bedroom flats, all bar one was described as let agreed or no longer available.

29. *Tenant's rental evidence*

30. The tenant noted they would be content to pay increased rent but contended the condition of the property did not warrant an increase as at the date specified in the Notice of Increase, which was 15 January 2026.

31. **Determination and Valuation**

32. The valuation date is the effective date of the rent proposed in the Notice of Increase. This is 15 January 2026.

33. The Tribunal values the property on the basis that;

(a) The condition of the property disregards any tenant's improvements; in this case there are none found.

(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 for mould as noted above.

34. 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 £2100.00 pcm.

35. From this level of rent, the Tribunal has made an adjustment of 25% to reflect the above matters in paragraph 33, this gives £1575.00pcm, rounded to £1600.00 pcm.

36. The Tribunal determines £1600.00 pcm.

Undue hardship

37. 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.

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

Decision

39. Therefore, the Tribunal determines the market rent at £1600.00 per calendar month with effect from 15 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.