

|                                                                                   |                                                                                          |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
|  | <b>FIRST - TIER TRIBUNAL<br/>PROPERTY CHAMBER<br/>(RESIDENTIAL PROPERTY)</b>             |
| <b>Case Reference</b>                                                             | <b>LON/00AE/MNR/2026/0436</b>                                                            |
| <b>Property</b>                                                                   | <b>74 Beechcroft Gardens, Wembley, HA9 8EP</b>                                           |
| <b>Tenant</b>                                                                     | <b>Sobia Ishaque</b>                                                                     |
| <b>Tenant's Representative</b>                                                    | <b>None</b>                                                                              |
| <b>Landlord</b>                                                                   | <b>Hiri Ranmal &amp; Sundip Ranmal</b>                                                   |
| <b>Landlord's Address</b>                                                         | <b>Grey &amp; Co, 604 High Street, Wembley, HA0 2AF</b>                                  |
| <b>Landlord's Representative</b>                                                  | <b>Grey &amp; Co</b>                                                                     |
| <b>Date of Application</b>                                                        | <b>29 May 2026</b>                                                                       |
| <b>Type of Application</b>                                                        | <b>Determination of an Open-Market Rent sections 13 &amp; 14 of the Housing Act 1988</b> |
| <b>Tribunal Members</b>                                                           | <b>R Waterhouse FRICS<br/>A Onigbode</b>                                                 |
| <b>Date of Decision</b>                                                           | <b>21 September 2026</b>                                                                 |
| <b>Rent Determined</b>                                                            | <b>£1980.00 per calendar month</b>                                                       |
| <b>Date of Valuation</b>                                                          | <b>30 May 2026</b>                                                                       |
| <b>Date the new rent takes effect</b>                                             | <b>21 September 2026</b>                                                                 |

## **REASONS FOR THE DECISION**

### **Background**

1. On 27 April 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2300.00 per calendar month(pcm) in place of the existing rent of £1500.00 pcm to take effect from 30 May 2026.
2. On 29 May 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The current tenancy commenced on 30 January 2024 expiring on 29 January 2025. The rental period is monthly.

### **Allocation of Repairs between Landlord and Tenant.**

4. As per section 11 of the Landlord and Tenant Act 1985. The tenancy provides that the Landlord has responsibility to repair. The Tenant states they have carried out some repairs including to fixtures, fittings, lighting, damp and condensation repairs.
5. The Tribunal finds that whilst the Tenant has undertaken some repairs the liability for repairs rests with the Landlord.

### **Liability for Council Tax and Utilities**

6. The Tenant is responsible [30/143] for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.
7. The Tenant is responsible for payment of utilities paragraph 7.9 [24/143]

### **Hearing**

8. The Tribunal has considered this case on the basis of an inspection, and the papers provided by the parties and its own knowledge and specialist expertise.

### **The Property and inspection**

9. The Tribunal carried out an inspection of the Property on **21 September 2026** **in** the presence of the Tenant, the Landlord was notified of the inspection but did not attend.

10. The Property is in a quiet road relatively short distance from Wembley Central station.
11. The road comprises 1930s houses mainly detached. The subject property is a detached house, comprising, one double bedroom, two single bedrooms, a living room separate kitchen and bathroom.
12. The entrance porch has signs of damp and extensive paint peeling.
13. The property has central heating and double glazing. Overall, the property has signs of settlement cracking.
14. The cracks are open and have not been filled or painted. The property has a kitchen which leads to the garden.
15. The three bedrooms and living room, have evidence of condensation, with associated mould.
16. The rear garden is a good size, likewise the front garden. The garden is partially fenced.
17. The bathroom has been tiled; there is a bath, hand basin WC, and a shower. The hot tap in the bath does not work. There is evidence of condensation and associated mould.
18. The kitchen has double glazing; there is evidence of condensation. Paint peeling and associated mould. The kitchen is functional but dated.

## **Evidence**

19. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

### **The Tenant**

20. The Tenant made the following comments:
  - a) Within their application form they noted "a nearby double storey 3 bed house is advertised for £1950." [7/143]
  - b) At [8/143] the Tenant requests the rent remains at £1500.00 pcm. Within the application form the Tenant states they think the rent should be £1750.00 pcm [7/143].

- c) Details of a three-bedroom flat to let in Park Chase, Wembley HA9 asking £1950 pcm

The Landlord

21. The Landlord made the following comments:

- a) The Landlord contends that the Tenant has advertised part of the property for short-term letting on Airbnb.
- b) The Landlord [57/143] contends the Tenant is not allowing access to the managing agents.
- c) The Landlord supplied a number of sales comparables.
- d) The Landlord provided a number of thumb sized letting advertisements
  - a. Edison Drive, HA9 £2750 pcm agreed 4 bed
  - b. Brompton Grove, HA9 £3100 pcm asking 3 bed
  - c. Meadow Way, HA8 £2600 pcm agreed 4 bed
  - d. Tokyngton Avenue, HA9 £2995 pcm 5 bed
  - e. The Grange, Wembley £2575 pcm, 3 bed
  - f. Bermans Way, NW10 £2600pcm asking 2 bed
  - g. Sudbury Court Drive, HA1 £3700 pcm asking 4bed
  - h. Sudbury Court Drive, HA1 £3200 pcm asking 4 bed

### **Determination and Valuation**

- 22. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.
- 23. The Tribunal has not made any findings regarding the allegation of subletting. The Tribunal concerns itself with the Section 13 determination only.
- 24. The Tenant has stated they have carried out a number of repairs over the 14 years of occupation. The tenancy to which the Section 13 determination is to be made is the 30 January 2024 contractual followed by statutory periodic tenancy. The tenancy provides for the Landlord to carry out repairs. The Tribunal does not

make any findings on whether the Landlord has been refused access. The cracking and predisposition to mould is evident. The remainder of the property is in repair but dated. The cracking is disrepair a Landlord would be expected to address. Given the nature of it, the Tribunal would anticipate the Landlord would make sustained effort to inspect and rectify. This has not happened. The Tribunal therefore values the property with the existence of the cracking and that it is not a disrepair that continues frustrated by the Tenant's alleged refusal to give access.

25. The Tribunal has considered the comparable put forward by the Tenant. The comparable is a flat 3 bedroom asking £1950 pcm, it is within the same postcode, but it is a flat rather than a house.
26. The Tribunal considers the Landlord's comparables (a) to (e) are said to be with one mile the remainder two miles. The Tribunal discounts those over one mile.
27. Of the remaining (b) and (e) are the same size but to let and (a) and (c) are let but bigger being 4 beds.
28. The Tribunal considering these comparables determines the subject property to be worth £2500 pcm if in a contemporary condition.
29. The property is not in such a condition, and the Tribunal deducts 20% to take into account the specification and predisposition to mould and cracking. The lack of fencing to the front left of the property is acknowledged by reducing to £1980 pcm.
30. The Tribunal determines £1980 pcm.

**Open-Market Rent**

**£1980.00 pcm**

### **Decision**

31. The Tenant has made an application for undue hardship. After consideration of the submission within the application the Tribunal determines undue hardship would occur and determines the starting date for the new rent to be **21 September 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 after 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.