	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/OOAJ/MNR/2026/0246**
Property	**35 Middlewich House, Taywood Road, Northolt , London, Ealing UB5 6GF**
Tenant	**Genwah Al-Masri**
Tenant's Representative	**None**
Landlord	**Gurdip Virdi**
Landlord's Address	**68, Hambrough Road, Southall, London, Ealing, UB1 1JB**
Landlord's Representative	**None**
Date of Application	**14 April 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 and 14 of the Housing Act 1988**
Tribunal Members	**R Waterhouse FRICS** **S Shaw**
Date of Decision	**17 September 2026**
Rent Determined	**£1600.00 per calendar month**
Date of Valuation	**5 May 2026**
Date the new rent takes effect	**5 May 2026**

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REASONS FOR THE DECISION

Background

1. On 2 April 2026, the Landlord served a notice under section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2100.00 per calendar month (pcm) in place of the existing rent of £1900.00 pcm to take effect from 5 May 2025. The Tribunal makes a finding that this is a typographical error that on plain reading by reasonable individuals would mean 5 May 2026.

2. On 14 April 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 tenancy commenced on 17 October 2024 for an initial period of 12 months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. The tenancy notes that sections 11 to 14 of the Landlord and Tenant Act 1985 (as amended) apply to the Agreement. The Tribunal makes a finding that this is so.

Services Charges or furniture provided by Landlord

5. The Tenant in their application form describes the furniture that was let with the property: 2 reclining sofas in which one of them has a broken handle and have to add extra padding for support because they 're old. 2 broken beds frames in which one of them, my sons, I put some supporting boxes to support the mattress. 1 Washing machine 1 refrigerator. Stove top with oven. 1 dining table with 4 chairs that have wobbly legs and loose seats. 1 cupboard, light brown, with no handles and stuck drawers, not suited to be kept in the bedroom on a carpet as it leans forwards so I put some tiles under it so prevent it from falling forwards.1 fitted cupboard, in the smaller room, with 1 mirror door has a broken rail, not fitted and been kept leaning on the wall imposing risk."

6. The Landlord in his submission said that the Tenant had not raised any concerns with him, and if they had he would have ensured these items were repaired.

7. The Tenant stated that she didn't raise concerns with the Landlord because the landlord's agent had said that the Landlord was a sick man and should not be nagged.

8. The Landlord made the point that the agent had only been involved in the letting and not subsequent management, so any issues should be raised directly with him.

9. The Tenant state the property was let with fridge freezer, washing machine, oven and hob. This was not contested.

10. The tribunal makes the finding that the property was furnished when let and that at the point of letting the furniture was dated, subsequent time has not improved the condition of the furniture which would be considered suitable for contemporary letting.

Liability for Council Tax

11. The Tribunal has considered the tenancy; the tenancy provides at 1.5 for the tenant to be liable for the council tax. The tribunal makes a finding to this effect.

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

12. The tenant states in their application that they are charged by the landlord for the gas safety certificate. [5/150]. Upon questioning the tenant stated they arranged for the gas safety inspection to be carried out, and that they paid £65.00 for each occasion, and that there were three occasions. This was not contested. This is a departure from the norm in assured shorthold tenancies and the tribunal finds this arrangement is in place.

Hearing

13. The Respondent Landlord requested a hearing; the Applicant Tenant requested an inspection.

14. The Tribunal considers given the volume of photographs of the property's interior that an inspection would be disproportionate.

15. The Tribunal agreed to a hearing so the conflicting aspects of the respective party's submissions can be addressed.

16. This was conveyed to the parties on 11 May 2026.

The Property

17. The property from the application form, comprises “2 bedrooms: 1 of them had a small bathroom included: Size approximately 4.5m x 3m : second bedroom approx . 4mx 2.75m . Not 100% sure of sizes”.

18. The property from the application form has central heating/radiators, wood flooring for the living room, carpets in the bedrooms, tiled flooring for bathroom and kitchen.

19. The Tribunal has not carried out an inspection of the property. The Tribunal heard from the Applicant Tenantthat the property forms a flat within a larger block. The flat is located on the third floor and that the larger or master bedroom has an ensuite

20. The Applicant Tenant provided a number of photographs of the inside of the property. These were a mix of photographs taken at the start of the tenancy and at the point of the application. The photographs show areas of disrepair, not substantial but in the nature of worn or tatty finishes.

21. The Respondent Landlord noted that before the Tenant had moved in he had instructed a contractor to paint the property, and to paint to a specified standard. The applicant tenant did not contest this.

22. From the photographs and submissions of the parties, the Tribunal makes a finding that the property to be structurally intact, but at the date of the Notice’s proposed rent, the decoration, fittings and furniture worn, in some cases damaged, and were not in a condition that would be considered to attract a rent for a good condition contemporary rental bid. The Tribunal finds no evidence of disrepair caused by the Tenant.

Evidence

23. The parties completed the relevant MR1 (Tenant), MR2 (Landlord) and MR3 (Tenant’s reply).

The Tenant

24. The Tenant made the following comments:

    a) In their application form, the Tenant stated they believed £1600.00 pcm was the correct figure.
    b) That the rents of properties in the building are between £1600.00 to £1800.00 pcm.
    c) The Tenant provided the Tribunal several “thumbnail” marketing extracts from a lettings website these were:

(a) Hertford House, Northolt, UB5, 2 beds, 2 baths, £1600.00 pcm asking.
(b) Hertford House, Northolt, UB5, 2 beds 2 baths, £1750.00 pcm asking.
(c) Taywood Road, UB5, 2 beds and 2 bath £1600.00 pcm asking "reduced".
(d) Taywood Road, UB5, 2 beds and 2 bath £1750.00 pcm asking "reduced".
(e) Taywood Road, UB5, 2 beds and 2 bath £1,600.00 pcm asking "reduced".
(f) Hertford House, UB5, 2 bed 2 bath £1750.00 pcm asking "reduced".
(g) Hertford House, UB5, 2 bed 2 bath £1750.00 pcm asking.
(h) Carr Road, Northolt, 2 bed 1 bath converted house, £1550.00 pcm asking.
(i) Petworth Close, Northolt, 2 bed maisonette, converted house, £1600.00 pcm
(j) Hughenden Gardens, Northolt, 2 bed 1 bath, £1600.00 pcm asking.
(k) Concord Close, Northolt, UB5, 2 bed 1 bath, £1650.00 pcm
(l) Makepeace Road, Northolt, 2 bed 1 bath, £1550.00 pcm asking.
(m) Hazelmere Drive, 2 beds 2 baths, £1750.00 pcm asking.
(n) Taywood Road, UB5, 2beds 2 baths, £1600.00 pcm asking
(o) Church Road, Northolt, UB5, 2 beds 1 bath, £1599.00 pcm asking.
(p) "Northolt", converted house 3 bed flat, £1900.00 asking.
(q) Shepherds Path, Northolt, end of terrace house 3 beds £2075.00 pcm
(r) Acer Avenue, 2 bed flat, £1500.00 asking.
(s) Lady Margaret Road, UB1, 2 beds 1 bath, £1600.00 asking.
(t) Huxley Close, Northolt, "2 beds" £1750.00 pcm asking.

25. The Tenant upon questioning states that the most reliable comparables were those in Taywood Road as these were of similar nature and geographically very close.

26. The Tenant did submit a Tenant's Reply to the Landlords Rents 1A form, stating:

(a) That they dispute the condition of the flat on moving in saying that it was in a dirty condition.
(b) That the level of rent request by the Landlord was excessive.

The Landlord

27. The Landlord submitted a "Landlord's Reply form stating;
(a) that when the property was let the condition of flat, fittings and furniture was good:
(b) that the Landlord believes the rent should be £2050.00 pcm; and
(c) that the flat has 2 bedrooms and 2 bathrooms.

28. The Landlord commented upon the comparables presented by the Tenant, saying that within the immediate development within which the property is located, there are two types of property. One type reserved for affordable living and that these are a lower specification , and the second type which is designed for "high

end" living. The Landlord contended that the subject property fell within the second category.

29. The Landlord supplied the following "thumb nail" letting details;
(a) Allenby Road, UB1, 2 bed, £2000.00 pcm asking.
(b) Eastmead Avenue, Greenford, UB6, bungalow £2000.00 pcm.
(c)Allenby Road, UB1, £2000 pcm asking.

Determination and Valuation

30. 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.

31. The Tribunal prefers agreed lettings of similar properties in the same area because they are requiring fewer adjustments and so more reliable. The Landlord has supplied three comparables, all in different postcodes from the subject flat and so the Tribunal does not attach any weight to these. One is a bungalow which is a property of entirely different nature. There were no agreed lettings supplied as evidence.

32. The Tribunal's focus is therefore on asking rents of similar properties within the same area of the flat. The Tribunal prefers the Tenant's evidence that properties in Taywood Road are geographically close. These range from £1600.00 to £1750.00 pcm as shown in the Tenant's asking rents.

33. The Landlord contended that there was a distinction between affordable housing specification, and hence rental levels, and the non-affordable housing properties of which the Landlord content the subject property was one.

34. The Tribunal finds no evidence of this distinction, indeed if one category were affordable then it is unlikely those properties would be available in the open market. The Tribunal therefore makes no adjustments on the levels shown in Taywood Road.

35. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord and the Tenant, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £1750.00 pcm. This is the rent we would expect

the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties.

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

    a) Worn condition of property
    b) Worn furniture

The full valuation is shown below:

Starting Rent	£ 1750.00 pcm
Less	
a) Items given under a) and b)	£ 150.00 pcm
Open-Market Rent	£1600.00 pcm

Decision

37. As the amount of rent is lower than the existing, consideration of whether an increase would result in undue hardship is not required.

38. **The Tribunal determines £1600.00 from 5 May 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.