



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

**Case Reference** : **LON/OOAS/MNR/2025/1015**

**Property** : **318 Balmoral Drive, Hayes,  
Middlesex, UB4 8DH**

**Tenant** : **Marie Russell**

**Landlord** : **Donna Hugh**

**Date of Objection** : **7 October 2025**

**Type of Application** : **Determination of a Market Rent  
sections 13 & 14 of the Housing Act  
1988**

**Tribunal** : **R Waterhouse FRICS  
C Piarroux JP**

**Date of Full Reasons** : **13 March 2026**

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**DECISION**

**The Tribunal determines a rent of £1680.00 per month to be paid  
from 13 March 2026 under the Housing Act 1988 section 13.**

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**Full Reasons**

## **Background**

1. A Notice dated 14 August 2025 was served by the Landlord under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1900.00 per month in place of the existing rent of £1278.75 per month to take effect from 21 October 2025.
2. An application dated 7 October 2025 received 13 October 2025 was made 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 application was accompanied by the Notice of Increase of Rent. No copy of tenancy was received, the Applicant noting that the tenancy was a verbal agreement only, dating from April 1999.
4. Directions were issued to the parties on 19 January 2026 requiring the Tenant to submit their reply form and further comments by 23 February 2026.
5. Neither party requested a hearing, but the tenant requested an inspection, the inspection was carried out on 13 March 2023, morning, and the determination on papers with the benefit of the inspection in the afternoon. The tribunal did not consider a hearing to be proportionate on the facts before it.

## **Inspection**

6. The tribunal did inspect; present were the tenant supported by her daughter. The landlord was not present.
7. The tribunal found a 1930s semi-detached house in a residential road of similar. The property has front and rear gardens, space for two or three cars in front of the garage. The property is accessed through a porch with an aluminium sliding door. The door is stiff and the lock aged. The house has a wooden front door which leads to a hallway. Off the hallway is a living room, formed from knocking together two smaller living rooms. At the rear on the ground floor was a kitchen. The kitchen contained dated units which were in slight disrepair. The landlord's oven and hob were present; the remainder of the white goods were the tenants. All the windows were aluminium double glazed. From the kitchen the garden was accessed. In the garden was a wooden shed, which the tenant had installed to replace a rotten one which had been the landlords. The kitchen contains the boiler, which is dated, for the house. There is a garage, to the side of the garage is a UPVC door and window which was fitted by the tenant.
8. The first floor has three bedrooms two good sized double and one a good sized single. The bathroom has landlords' fittings which are dated. The bathroom window has original single glazed wooden windows. The catch of which is broken. The windows are all aluminium and double glazed.

## **The Determination**

## **Submissions**

### **Applicant Tenant**

9. The applicant tenant provided several documents to the tribunal including the Notice of Increase, Reply Form, and a Bundle of 80 pages. The Applicant confirmed that these had been sent to the landlord also.
10. The Reply form notes the dimensions of each room, and that the condition of which remains unchanged since 1995.
11. From the Reply Form the property is said to have a gas boiler over 30 years old and not serviced. Double glazing is present, but which suffer from condensation. The carpets are a mix of landlords dating from the start of the tenancy and some replacement carpet, curtains and blinds which are the tenants. The oven and hob are the landlords with the fridge, freezer, washing machine being the tenants.
12. The tenant asserts in their Reply Form that they have not received copies of any gas or electricity certificates. The tenant lists a number of other defects within their Reply Form which the tribunal notes.
13. The tenant submits in the Reply Form that they have a repairing obligation, but this is unspecified, other than to say the works carried out by the tenant are in excess of that obligation.
14. The tenant asserts that an oral agreement existed with the original landlord at the start of the tenancy in 1999 Mr Hugh. That this arrangement comprised payment of rent and obligation to carry out certain repairs. These are unspecified. A rental figure described as notional of £700 per month was agreed and reduced to £600 per month reflecting the repairs.
15. The repairing obligation is described as “responsible for the provision of goods and services necessary for sanitation and reasonable habitation in the property.” Details of what this has comprised are in the bundle. [11]
16. The tenant records [10/97] that the last time gas and electricity checks had been carried out were in 2019 and 2020.
17. The tenant has provided a number of comparable properties. They note that properties in the vicinity, which also include white goods, range in rental value from £1550.00 to £2000.00 per month. From this the tenant considers the starting rent for the property should be £1550.00 per month maximum.
18. The tribunal notes that in 2017 the landlord and tenant agreed, albeit in it was never enacted a revised rent of £1300.00 per month.
19. From this the tenant makes deductions for “obsolescence”. The tenant at [11/97].
20. The tenant cites a property 25 Denbigh Street, Westminster, London, SW1V 7HF which had similar specification and condition characteristic. In that case a

deduction of £1000.00 per month was attained. The tenant contends that if a similar situation occurred then the deduction from £1550.00 would result in a rent of £500.00 per month.

21. The bundle at [14/97] contains a list of repairs carried out. These were noted but not repeated here. The tenant contends that these amount to a deduction in rent of 12.5% and so this should be applied to the £500.00 per month above, giving a rent of £481.25 per month.
22. The tenant also contends that a series of legal proceedings and other associated issues have led to a reduction in amenity value of the property for the occupier by the current landlord, the daughter of the previous landlord. The details of which are not repeated here but suffice to say the tenant contends the nature of the tenancy which they occupy the property is an assured tenancy not an assured shorthold tenancy.
23. The bundle contains an application for “undue hardship” [17/97]

### **Respondent Landlord**

24. The landlord has completed a Reply Form in which they did not request a hearing nor an inspection. The form confirms the central heating and double glazing were provided by the landlord.
25. The Reply Form notes various works carried out between 2019 and 2022 which included but not limited to various plumbing and boiler work.
26. The respondent confirms there is no written tenancy agreement, but a Court Order dating from May 2004 confirmed the basis of occupation.
27. The respondent Donna Hugh has submitted a witness statement comprising 7 pages. The statement notes the rental history of the property;
  - 1999 £600 pcm
  - 2004 £700 pcm “tribunal approved increase”
  - 2008 £1050 pcm ditto
  - 2017 £1278.75 pcm ditto
28. The Respondent has obtained opinion of value for the property from four separate letting agents. The range of opinion is between £2000.00 and £2500.00 and evidenced in exhibits.
29. The Respondent submits with evidence that they contacted the applicant with a view to updating the gas and electricity certificates. The Respondent view of rental level is £1900.00 pcm.
30. A submission has been made regarding the “undue hardship”.

### **Findings**

## **General specification of the property**

31. The tribunal finds the property to be a centrally heated, with three bedrooms and aluminium double glazing. The overall condition is tired but functional.

## **Terms of the tenancy**

32. The evidence suggests there is no written tenancy. The evidence shows that a court order of May 2004 confirmed occupation but there is no evidence of any terms implied. In the absence of the terms of the tenancy, they are implied by the behaviour and performance of the landlord and tenant. The tribunal finds that as a fact the tenant has an obligation in their tenancy to carry out internal decoration and repairs. In terms of repairs to the sanitary and water supply there is evidence from both parties on their carrying out repairs in this area. The tribunal finds that if the landlord has carried out repairs in this area, they are responsible for this. Where the tenant may have carried out repairs this has occurred outside this implied condition.

## **Condition of property at date of notice**

33. If the tenant has obligation to carry out internal repairs, then the rent has been reduced to reflect this. The repaired items then fall to be part of the landlord property. The repairs undertaken do not amount to improvements and therefore do not fall to be disregarded.

## **Analysis and Value**

34. The tribunal has considered all the submission made to it prior to the determination of the 13 March 2026.
35. The case quoted by the applicant in Denbigh Street is the determination of a fair rent. The tribunal places no weight on this as a comparable for the purposes of determining the rent of a property held on an assured tenancy in a different part of London.
36. The tribunal has is considered that the determination of rent is for that of a hypothetical tenant in the market, not any specific tenant nor any specific landlord. So long term difficulties between the parties are not a consideration for the determination of the rent.
37. The tribunal considers with reference to the comparables and the tribunals wider expertise determines the house in good contemporary letting condition would attract a rental bid of £2100.00 per month.
38. The tribunal then considers if any adjustment should be made to reflect any tenant's improvements. The tribunal has found that there are no tenants improvements and so no adjustment is made.
39. The property is not in the condition which would be expected of contemporary lettings and so the condition implicant in the comparables.

The tribunal makes the following adjustments

- Provision of white goods (excluding the oven and hob supplied by the landlord)
- The tenant's provision of some carpets, curtains and blinds.
- The tenants repairing obligation
- The condition of the property

For the above the tribunal makes an adjustment of 20% to the £2100.00 which amounts to £420.00 so results in a rent of £1680.00 per month.

### **Undue Hardship**

40. There is an application made within the submission for undue hardship. The tribunal has considered the statement supporting this and notes the evidence is uncontested. The tribunal finds undue hardship would be present without an alteration of the effective date of the rent determined. The tribunal determines the effective date of the rent coming into effect as the date of the hearing.

### **Decision**

41. The Tribunal determines £1680.00 per month from 13 March 2026 in accordance with section 13 of the Housing Act 1988

**Chairman: R Waterhouse FRICS**

**Date: 13 March 2026**

### **Appeal to the Upper Tribunal**

A person wishing to appeal this decision to the Upper Tribunal (Property Chamber) on a point of law must seek permission to do so by making a written application to the First-tier Tribunal at the Regional Office which has been dealing with the case which application must:

- a. be received by the said office within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
- b. identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

If the application is not received within the 28 –day time limit, it must include a request for an extension of time and the reason for it not complying with the 28- day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.