



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

Case Reference : **CAM/26UB/MNR/2026/0029**

Property : **26 Lodge Crescent
Waltham Cross
Hertfordshire
EN8 8BS**

Applicant Tenant : **Elif Kaya**

Representative : **None**

Respondent Landlord : **Cemal Kartal**

Representative : **Christopher Stokes**

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

Tribunal Members : **Mr I R Perry FRICS
Judge Gibson**

Date of Inspection : **None, determined on the papers**

Date of Decision : **11th May 2026**

DECISION

Summary of Decision

1. On 11th May 2026 the Tribunal determined a market rent of £2,000 per month to take effect from 5th January 2026.

Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 19th November 2025 the Landlord's Agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,000 per calendar month ("pcm") in place of the existing rent of £1,850 pcm, to take effect from 5th January 2026. The notice complied with the legal requirements.
4. On 31st January 2026 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988. The form itself had been incorrectly dated as 31st January 2025.
5. The Tribunal does not routinely consider it necessary and proportionate in cases of this nature to undertake inspections or hold Tribunal hearings unless either are specifically requested by either party or a particular point arises which merits such an inspection and/or hearing.
6. The Tribunal issued Directions on 12th March 2026 informing the parties that, unless either party objected, the Tribunal intended to determine the rent based on written representations. The parties were invited to make submissions which could include photographs.
7. Subsequently the Landlord requested that the Tribunal hold a hearing and this was arranged for 11th May 2026.
8. On 20th April 2026 the Tenant requested that the Hearing be adjourned as she had not been able to obtain legal advice or support. The Tenant also requested that an interpreter be provided at the Hearing.
9. On 24th April 2026 the Tribunal wrote to both parties, including a request to the Tenant for her to confirm by 29th April 2026 whether she wished the Hearing to be postponed and confirming that a Turkish interpreter would be provided on 11th May 2026.
10. No further response was received so an online hearing using the Tribunal CVP system was heard on 11th May 2026. Both parties and the interpreter were able to connect.
11. The Landlord's Representative and the Tenant both submitted papers by the specified dates setting out their respective cases. The papers were also copied to the opposing party.

12. These reasons address **the key issues** raised by the parties. They do not recite each and every point referred to either in submissions or during any hearing. However, this does not imply that any points raised, or documents not specifically mentioned were disregarded. If a point or document was referred to in the evidence or submissions that was relevant to a specific issue, then it was considered by the Tribunal. The Tribunal concentrates on those issues which, in its opinion, are fundamental to the application.

The Law

S14 Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy-
 - (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;
 - (b) which begins at the beginning of the new period specified in the notice;
 - (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and
 - (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.
- (2) In making a determination under this section, there shall be disregarded-
 - (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;
 - (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement-
 - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
 - (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and
 - (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.
- (3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates, or the following conditions are satisfied, namely-

- (a) that it was carried out not more than twenty-one years before the date of service of the notice; and
 - (b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and
 - (c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.
- (4) In this section "rent" does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture, in respect of council tax or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation.

The Property

- 13. From the information given in the papers and available on the internet, the property comprises a terraced house situated in a residential area close to the centre of Waltham Cross.
- 14. Local shops supply most day-to-day needs and there are further shopping amenities within the town.
- 15. The accommodation includes a cloakroom with wc, living room, kitchen, utility, double bedroom, a second bedroom measuring 3.1m x 2.8m and bathroom. The front garden is paved and provides parking for 2 vehicles. There is also a rear garden.
- 16. Windows are double glazed and there is a central heating system. Carpets, curtains, cooker and fridge are provided by the Landlord.

Submissions

- 17. The initial tenancy began on 5th January 2024 at a rent of £1,850 per month.
- 18. In her submission of a Tribunal Reply Form the Tenant suggests that the proposed rent does not reflect the condition of the property and states that it had recently been renovated and that she painted it herself at the start of the tenancy, prior to which the walls were cracked and the paint dirty.
- 19. The Tenant further states that there was a mouse problem at the start of the tenancy which she has resolved and that the carpets are old, worn and dirty. She also states that fitted carpets are not good for her health as she suffers from allergies.
- 20. The Landlords Agent also submitted a Tribunal Reply Form, the marketing brochure from January 2024, a recent inspection report and details of similar properties recently let for £2,000 pcm.

The Hearing

21. A hearing was held on 11th May 2026 at 3.00 pm. A Turkish interpreter was provided by the Tribunal.
22. Mrs Kaya said that she wanted to extend her tenancy although an eviction procedure has been started by the Landlord.
23. The Tribunal explained that its jurisdiction only related to the determination of a new rent.
24. Mrs Kaya stated that she felt the proposed increase was too much and confirmed that she provided the washing machine and a dishwasher.
25. The Landlord stated that this was the first rent increase since the start of the tenancy in January 2024, that comparable properties generally let for higher rents.

Consideration and Valuation

26. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted and an oral hearing but no inspection. Having read and considered the papers including a recent condition report from the Landlord's Agent it decided that it could do so.
27. Having considered the papers and the verbal evidence the Tribunal determined that the property had been let in good condition throughout and that it remained in good tenantable condition.
28. The Tribunal accepted the evidence from the Landlord's Agent that those similar properties in the area had been let recently at £2,000 pcm.
29. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy. The personal circumstances of the Parties are not relevant to this issue.
30. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Waltham Cross the Tribunal decided that the market rent for the subject property, if let today in a condition that was usual for such an open market letting, would be £2,000 per month.
31. The Tribunal noted that the Tenant had carried out some redecoration at the beginning of the tenancy but determined that this did not constitute an improvement that would merit a deduction from the full open market rent.
32. The Tribunal was satisfied that the starting date for the new rent specified in the Landlord's notice would cause the Tenant no undue hardship.

Determination

33. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured shorthold tenancy was £2,000 per month.
34. The Tribunal directed that the new rent of £2,000 per month should take effect from 5th January 2026, this being the date specified in the notice.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpeastern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.
2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for 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.
4. The application for permission to appeal must 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.