

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/OOBC/MNR/2026/0138
Property	58A Blythswood Road, London, IG3 8SH
Tenant	Youcef Tei Touati Tliba
Tenant's Representative	
Landlord	Asim Ijaz
Landlord's Address	AIG Lettings & Management Ltd, 352B Green Lane, IG3 9JS
Landlord's Representative	
Date of Application	26 February 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge Wendy Banks Dr Jan Wilcox
Date of Decision	18 May 2026
Rent Determined	£1,400 per calendar month
Date the new rent takes effect	27 February 2026

REASONS FOR THE DECISION

Background

1. On 7 January 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1600.00 per calendar month (pcm) in place of the existing rent of £1200.00 pcm to take effect from 27 February 2026.
2. On 26 February 2026, 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 assured tenancy commenced on 27 February 2017 for a term of 6 months. The rental period is monthly.

Jurisdiction

4. Section 13(4) of the Housing Act 1988 as set out below states:

“Where a notice is served under subsection (2) above, a new rent specified in the notice shall take effect as mentioned in the notice unless, before the beginning of the new period specified in the notice, -

- (a) the tenant by an application in the prescribed form refers the notice to the appropriate tribunal; or*
- (b) the landlord and the tenant agree on a variation of the rent which is different from that proposed in the notice or agree that the rent should not be varied.”*

5. On 27 March 2026, the Landlord's agent, AIG Estates, emailed the Tribunal to query its jurisdiction. It was submitted that the proposed commencement date for the new rent was 27 February 2026, whereas the application was not received by the Tribunal until 3 March 2026 and was therefore out of time.
6. That submission was made in response to an email sent by the Tribunal on 27 March 2026 stating that the application had been made on 3 March 2026. However, the Tribunal was also provided with a copy of the email by which the application was enclosed, timed at 22:04 on 26 February 2026. The Tribunal is satisfied that the application was therefore received before midnight and before the commencement of the proposed new rent on 27 February 2026. Accordingly, the application was made in time, and the Tribunal has jurisdiction to determine the rent.

Allocation of Repairs between Landlord and Tenant.

7. As per section 11 of the Landlord and Tenant Act 1985.

Services Charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same.

8. None

Liability for Council Tax

9. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive/inclusive of Council Tax.

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

10. None

Inspection/Hearing

11. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

12. The Property is a first-floor maisonette offering the following accommodation:

Lounge, Kitchen, bathroom and 2 bedrooms.

Outside: Driveway with parking for one car.

The Property is situated in the Ilford area of London within close proximity of amenities and Seven Kings station.

Evidence

13. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

14. The Tenant made the following comments:
- a) The Tenant submitted that there was an ongoing mice infestation in the kitchen which had not been fully resolved, notwithstanding previous attempts to address the issue. The Tenant also referred to visible structural cracking within the Property.
 - b) The Tenant produced numerous photographs of pest traps, one of which appears to show a larger rodent, possibly a rat rather than a mouse. The photographs of the kitchen area also appear to show numerous droppings, a wall with a plastic covering and holes through which pests could gain access, and areas of mould.
 - c) Further photographs appear to show exposed copper pipework and insulation around the boiler pipes which had not been properly boxed in, additional droppings and traps in the kitchen area, and a hole in the ceiling which appears previously to have accommodated an extractor pipe but had been left open following its removal. The photographs also appear to show significant cracking, wallpaper peeling from the walls, likely as a result of damp and condensation, rotten woodwork, and a general state of disrepair.
15. In relation to rental evidence, the Tenant relied upon an extract from the property portal "Zoopla" showing asking rents for properties said to be comparable to the Property, ranging

from £1,250.00 to £1,300.00 pcm. The evidence consisted of screenshots showing a single photograph, the asking rent, and limited information such as the number of bedrooms, bathrooms and reception rooms. None of the comparables indicated whether parking was available. Two of the properties were situated on Cranbrook Road, approximately 3 miles from the Property, and a further two were situated on Woodford Avenue, at a similar distance.

The Landlord

16. The Landlord stated that his agents had contacted the Tenant on three occasions in an attempt to arrange for pest control to attend the Property, but that the Tenant had not responded. However, the only evidence provided in support of that assertion was an email from the Landlord's agents to the Tenant dated 17 April 2026, that is after the application had been made, stating that Euro Pest Control would contact the Tenant to arrange treatment for mice.
17. In relation to the plaster cracking, the Landlord accepted that there were some cracks but maintained that, in his view, they did not affect the structural integrity of the Property. No evidence was adduced in support of that submission.
18. In relation to rental evidence, the Landlord relied upon an extract from the property portal "Zoopla" showing asking rents for properties said to be comparable to the Property, ranging from £1,599.00 to £1,850.00 pcm. Three of the comparables were situated on Eastwood Road, which is relatively close to the Property. The first was marketed as a two-bedroom ground-floor flat with a garden which had been recently refurbished, at an asking rent of £1,750 pcm. Although only one photograph was provided, it appears to show the property in very good condition. It had previously been listed at £1,800 pcm in March 2026 before being reduced to £1,750 pcm. The second was listed at £1,800 pcm, although very limited information was provided about it. The third was listed at £1,750 pcm and also described as having a garden; it may have been the same property as the first comparable.
19. A further comparable was situated on Gartmore Road, approximately 1 mile from the Property, at an asking rent of £1,650 pcm. It appears to be of a similar age to the Property, although the information provided was again limited. On the material available, that property appears to be in materially better condition than the Property.

Determination and Valuation

20. None of the properties provided by either party were within the same road as this Property and none of the confirmed the actual rent acquired in respect of the properties. The properties ranged considerably in respect of location and size and the Tribunal found that neither parties' comparables were particularly helpful. The properties in Eastwood Road would appear to be outliers in terms of the evidence available to the Tribunal.
21. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £1600.00 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties.
22. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) The pest infestation in the kitchen
 - b) The poor state of repair/workmanship.

The full valuation is shown below:

Starting Rent		
		<u>£1,600.00 pcm</u>
<u>Less</u>		
a)	Items given under a) above	£50.00
b)	Items given under b) above	£150.00
		<u>£200.00</u>

Market rent

£1400.00 pcm

Undue hardship

12. 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.
13. The Tenant has asked the Tribunal to fix a later starting date in this case. He says he will otherwise be caused undue hardship because his rent is funded by Universal Credit, he works part-time and his wife has limited capability for work. He states that he has three children living in the household aged 17,16 and 10 and when his eldest turns 18 this month and leaves full-time education then he expects the Universal Credit to decrease.
14. The Landlord did not respond to the Tenant's application for postponement due to hardship.
15. As a result of our decision the rent will increase by £200 a month. The date specified in the landlord's notice was 27 February 2026. No evidence in support was provided to the Tribunal. As all of the rent is covered by Universal Credit and not directly by the Tenant the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and accordingly sets the starting date as at the date of the Notice that being 27 February 2026.

Decision

16. Therefore, the Tribunal determines the market rent at £1,400.00 per calendar month with effect from 27 February 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.