

	<p>FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)</p>
<p>Case Reference</p>	<p>LON/OOAB/MNR/2026/0117</p>
<p>Property</p>	<p>21 David Road, Dagenham, RM8 1RH</p>
<p>Tenant</p>	<p>Tania Akhter</p>
<p>Tenant's Representative</p>	
<p>Landlord</p>	<p>Munim Chowdhury &amp; Shumi Khatun Ullah</p>
<p>Landlord's Address</p>	<p>53 Philip Avenue, Romford, RM7 0XH</p>
<p>Landlord's Representative</p>	
<p>Date of Application</p>	<p>23 February 2026</p>
<p>Type of Application</p>	<p>Determination of a Market Rent sections 13 &amp; 14 of the Housing Act 1988</p>
<p>Tribunal Members</p>	<p>Judge Wendy Banks Dr Jan Wilcox</p>
<p>Date of Decision</p>	<p>18 May 2026</p>
<p>Rent Determined</p>	<p>£2,000 per calendar month</p>
<p>Date the new rent takes effect</p>	<p>29 March 2026</p>

## REASONS FOR THE DECISION

### Background

1. On 3 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,000.00 per calendar month (pcm) in place of the existing rent of £1,850.00 pcm to take effect from 29 March 2026.
2. On 23 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 29 January 2024 for a term of 6 months. The rental period is monthly.

### Allocation of Repairs between Landlord and Tenant.

4. 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.

5. None

### Liability for Council Tax

6. 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.

7. None

### Inspection/Hearing

8. 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

9. The Property is a terraced house offering the following accommodation:

Two bathrooms, two bedrooms, open plan kitchen/dining area, reception room

Outside: Driveway with parking for one car and a garden.

The Property is situated in the Dagenham area of London within close proximity of amenities and Chadwell Heath station.

### Evidence

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

*The Tenant.*

11. In relation to rental evidence, the Tenant relied upon screenshots from the property portals "Zoopla" and "Open Rent" showing asking rents for properties said to be comparable to the Property, ranging from £1,600.00 to £1,950.00 pcm. The information contained within the screenshots was very limited and the Tribunal did not find that the comparables were of any assistance. The Tenant also provided photographs of the Property which showed the same to be in a very good state of repair.

*The Landlord*

12. In relation to rental evidence, the Landlord provided a document entitled Comparable Market Evidence which included links to a number of "live" listings in the nearby area. Unfortunately, the Tribunal was unable to access the links and therefore unable to consider the Landlord's comparable evidence. However the Landlord had listed that the properties ranged from £1,800 to £2,250pcm.

Determination and Valuation

13. Having regard to the high standard of the property, the 2 bathrooms, the rear extension, the parking facilities the garden in an area such as this and the close proximity to excellent train links into the centre of London; and relying on its own expert, general knowledge of rental values in the area, and the comparables provided by both parties, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £2,000.00 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.

14. From this level of rent, no adjustments have been made.

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. She says she will otherwise be caused undue hardship because she is in receipt of Universal Credit, has three dependant children, has recently experienced domestic abuse and is currently going through divorce proceedings and any immediate increase would put her household at risk of housing instability.

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 £150 a month. The date specified in the landlord's notice was 29 March 2026. No evidence in support was provided to the Tribunal. As 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 for the new rent as 29 March 2026.

#### Decision

16. Therefore, the Tribunal determines the market rent at £2,000.00 per calendar month with effect from 29 March 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.