



FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

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| Case Reference | LON/OOBH/MNR/2026/0118 |
| Property | 24 Harley House, 155 Hainault Road, London, E11 1LH |
| Tenant | Sidal Erguder |
| Tenant's Representative | A Diverse Agency |
| Landlord | DPH 6 Ltd |
| Landlord's Address | 129 Stamford Hill London N16 5TW |
| Landlord's Representative | none |
| Date of Application | 25 February 2026 |
| Type of Application | Determination of a Market Rent sections 13 & 14 of the Housing Act 1988 |
| Tribunal Members | R Waterhouse FRICS S Dhanani |
| Date of Decision | 19 18 May 2026 amended 01 June 2026 |
| Rent Determined | £1650.00 pcm |
| Date the new rent takes effect | 10 March 2026 |

REASONS FOR THE DECISION

Following a request by email from the tenant Sidal Erguder to amend the tenant's representative from a Diverse Agency to no representative. The amendment has been made under The Tribunal Procedure (First-tier Tribunal) Property Chamber Rules 2013 Rule 50 Clerical Mistakes Accidental Slips or Omissions.

Background

1. On 30 January 2026, the landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1800.00 per calendar month (pcm) in place of the existing rent of £1550.00 pcm to take effect from 10 March 2026.
2. On 25 February 2025 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 tenancy commenced 1 February 2023 as twelve-month contractual assured shorthold tenancy, to include and end on 31 January 2024. The rental period is monthly payable on the 1st of the month, initially at £1500.00 pcm. The tenancy at the expiry of the contractual period continued as a statutory periodic monthly tenancy.
4. The Tribunal has considered all evidence submitted within the timetable set out by the Directions and subsequent oral testimony. The Tribunal has not recorded all evidence submitted within the decision. The omission of a piece of evidence should not be taken that it has not been taken into consideration.
5. The Tribunal did not inspect the property and made its determination on the papers provided. The papers comprised a bundle of 69 pages.

Preliminary Matters

6. Additional information was provided by the tenant by email to the Tribunal on 14 May 2026. The information comprised a statement of rent paid, and the covering letter from the landlord regarding the issue of a section 21 notice. It is not clear if the additional information was copied to the Respondent. However,

the additional information are not matters that can be taken into account in the determination. The Tribunal admits the information but gives no weight to it.

The inspection

7. Neither party requested an inspection and the Tribunal did not consider one was proportionate.

Allocation of Repairs between Landlord and Tenant.

8. The Tribunal has considered the written and verbal submissions of the parties.
9. The tenancy agreement notes under [38/69] that the landlord is responsible under the Landlord and Tenant Act 1985 section 11 to 16 for
 1. The structure of the property and exterior (including drains gutters and pipes);
 2. Certain installations for the supply of water, electricity and gas;
 3. Sanitary appliances (including basins, sinks, baths and sanitary conveniences);
 4. Appliances for space heating; but not other fixtures fittings and appliances for making use of the supply of water and electricity.
10. The Tribunal also by [38/69] notes the landlord is responsible for the maintenance of appliances.
11. The tenant is also prohibited from internal decoration, para 1,19 [33/69]
12. The Tribunal finds in the absence of alternative contention the landlord is responsible for repairs, section 11 Landlord and Tenant 1985 responsibilities and the heating system, maintenance of appliances and internal redecoration.

Liability for Council Tax and Utilities

13. The Tribunal has considered the written and verbal submissions of the parties. [32/69] The Tribunal finds; the tenant is responsible for the payment of utilities and council tax in respect of the Property.

Inspection/Hearing

14. Neither party requested a hearing or inspection.

The Property

Extent and Specification

15. The Tribunal from review of papers finds; the property is a second floor two-bedroom apartment, with one living room, one bathroom, and was not furnished.

| Floor | Area | |
|--------|-------------|--|
| second | Living room | |
| | Kitchen | |
| | Bathroom | |
| | Bedroom 1 | |
| | Bedroom 2 | |

Improvements

16. The Application Form at section 9 [12/69] notes (i) installation of the lock to the building entrance door (ii) application of sealant to bathroom (iii) replacement of shower curtain with glass screen, replacement of a mirror and some painting. These were carried out by the landlord.

17. The Tribunal finds that no material improvements have been carried out by the tenant.

Disrepair

18. No specific issues of disrepair raised.

Specification

19. From the Bundle [50/69] pictures of the property at the marketing stage it is noted the carpets, are supplied by the landlord as are the white goods, central heating and double glazing.
20. The property has;

| Specification | Provided by |
|-----------------|-------------|
| Central Heating | LL |
| Double Glazing | LL |
| Carpets | T |
| White Goods | LL |

Rental Evidence

The Landlord

21. The landlord proposed that the rental level of the property should be £1800.00 as at 10 March 2026.
22. The landlord included a number of comparables, of two-bedroom flats in the vicinity ranging from £1550 pcm to £2450 pcm.

Tenant's rental evidence

23. The tenant submits within their application several links to properties to rent said to be comparable. These range from 1475 to £1650 pcm [14/69]

Determination and Valuation

24. The valuation date is the effective date of the rent proposed in the Notice of Increase. This is 10 March 2026.
25. The Tribunal values the property on the basis that;
 - (a) The condition of the property disregards any tenant's improvements; there are none in this case.
 - (b) That landlord is responsible for external, internal repair and decoration and maintenance of the appliances.
 - (c) The Tribunal must make a determination under the Housing Act 1988 section 13 and 14 and cannot take into account the social or community nature of the development.
26. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the landlord, the Tribunal determines that the market rental of the subject Property modernised and in good order would be in the order of £1650.00 pcm.
27. From this level of rent, the Tribunal has made no adjustments, as the terms of the tenancy and the condition of the subject property are very the same as the general pool of comparables provided by the parties.

Market rent

£1650 pcm

Undue hardship

28. 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.
29. The tenant has asked the Tribunal to fix a later starting date in this case.
30. The Tribunal has had reference to the applicant's statement on "undue hardship" in section 13 their application. The respondents have not made submissions on this point. The Tribunal finds no evidence of "undue hardship" and so maintains the date of the rent increase in the Notice which is

Decision

31. Therefore, the Tribunal determines the market rent at £1650.00 per calendar month with effect from 10 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.