



FIRST - TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)

|                                |                                                                                 |
|--------------------------------|---------------------------------------------------------------------------------|
| Case Reference                 | LON/OOAB/MNR/2026/0262                                                          |
| Property                       | 48A Meadow Road, Barking, Essex,<br>IG11 9QS                                    |
| Tenant                         | Mrs Ulumma Gbaysola and<br>Mr Abimbola Gbenga Gbaysola                          |
| Tenant's Representative        | None                                                                            |
| Landlord                       | Mr Kevin Alan Brooks                                                            |
| Landlord's Address             | 10 Nags Head Lane<br>Brentwood<br>Essex<br>CM14 5NJ                             |
| Landlord's Representative      | Jason John-Baptiste, City and Urban<br>International                            |
| Date of Application            | 16 April 2026                                                                   |
| Type of Application            | Determination of a Market Rent<br>sections 13 and 14 of the Housing Act<br>1988 |
| Tribunal Members               | R Waterhouse FRICS<br>S Shaw JP                                                 |
| Date of Decision               | 12 June 2026                                                                    |
| Rent Determined                | £1526.25 pcm                                                                    |
| Date the new rent takes effect | 26 May 2026                                                                     |

## REASONS FOR THE DECISION

### Background

1. On 23 March 2026, the landlord served a notice under section 13(2) of the Housing Act 1988 which proposed a new rent of £1850.00 per calendar month (pcm) in place of the existing rent of £1150.00 pcm to take effect from 26 May 2026.
2. On 16 April 2026, under section 13(4)(a) of the Housing Act 1988, the tenants referred the landlord's notice proposing a new rent to the tribunal for determination of a market rent.
3. The tenancy commenced 26 March 2017 as 12-month contractual assured shorthold tenancy. The rental period was monthly payable on the 25th of the month, initially at £1100.00 pcm.
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 determined the matter on the papers.

### Preliminary Matters

6. Material received outside the Directions has not been considered.

### Allocation of Repairs between Landlord and Tenant

7. The tribunal has considered the written submissions of the parties.
8. The tenancy agreement notes under [25/130]: "The Landlord also agrees to carry out repairing obligations as required by Sections 11 to 16 of the Landlord and Tenant Act 1985."

9. The tribunal finds in the absence of alternative contention the landlord is responsible for internal and external repairs, and section 11 of the Landlord and Tenant Act 1985 responsibilities and the heating system.

#### Liability for Council Tax and Utilities

10. The tribunal has considered the written submissions of the parties. The tribunal finds; from the tenancy agreement, section 3 [23/130] that the tenant is responsible for the payment of utilities and council tax in respect of the Property.

#### Inspection/Hearing

11. The tribunal finds, given the extensive submission on the property, that an inspection would be disproportionate.

#### The Property

##### Extent and Specification

12. The tribunal from review of papers finds: the property is a semi-detached house with a living room, two bedrooms, one bathroom, one kitchen, and a downstairs WC. Outside there are a garden and driveway [46/130].

| Floor       | Area               |
|-------------|--------------------|
| Ground      | Living room        |
|             | WC                 |
| First floor | Bathroom           |
|             | Bedroom 1          |
|             | Bedroom 2          |
| Outside     | Garden<br>Driveway |

#### Improvements

13. The last fixed term contractual tenancy agreement commenced on 26 March 2017 for 12 months. Following the ending of the contractual period, the tenants held over on a statutory periodic tenancy. The tenants have been in occupation as recorded by the application form from March 2010.
14. Any improvements carried out by the tenants before March 2017 fall to the ownership of the landlord.
15. The tribunal finds the tenants has not made any improvements.

## Disrepair

16. The application form [12/130] states that the tenants repainted the kitchen, the landlord repainting the remainder in 2020. The tenants carried out “emergency” plumbing August 2024 [12/130] to replace burst pipe under the sink. The tenants replaced the oven. The tenants twice repaired leaking toilets in 2018 and 2024.
17. From the application 11.3 [14/130], the tenants note that the landlord has not attended to replace damaged mastic around the windows, repair a damaged roof, replace worn carpets, and replace broken tiles in kitchen and bathroom. The Bundle contains photographs supporting this [31–40/130]. The photographs also show some evidence of mould.
18. The tribunal notes that the tenants carried out some repairs and replacements. It is not clear whether the landlord was asked in any cases to carry out the work or whether the cost of the works was reimbursed by the landlord.
19. The landlord [53/130] says that the works described by the tenants are minor matters of disrepair, for which the landlord is responsible and for which the landlord was not notified or requested to carry out.
20. The landlord [53/130] says:

“while the tenants have referred to carrying out certain decorating and maintenance works themselves, many of the matters raised relate to minor maintenance, wear and tear, or actions taken without first allowing the landlord or managing party the opportunity to inspect, arrange repairs, or provide replacement appliances.”
21. The tenants respond [60/130] and maintain that the works of disrepair were not attended to by the landlord.
22. There is no evidence that the tenants requested the disrepairs be attended to. There is no evidence from the landlord that they were asked to attend to the disrepair. A reasonable landlord or their agent would be anticipated to visit the property regularly to identify any matters requiring attention.
23. There is no evidence that the tenants refused the landlord or their agents’ access, other than during the sales process.
24. The tribunal finds that as at the date of the proposed increase, the property is in a state of disrepair as identified above. In particular, the sharp and broken tiles on the floor of the kitchen would detract from the property’s amenity level. The tribunal finds that

a reasonable landlord ought, in the absence of the tenant notifying them of disrepair, still be in a position to have identified it through due diligence.

25. In the absence of such, the tribunal finds the property in disrepair as described above and that this is a matter which the tribunal will take into account in determining the rent.

### Specification

26. From submissions the tribunal finds, from the pictures of the property as let, the landlord supplied the double glazing, central heating, white goods and curtains/carpets.

27. The property has:

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

### Rental Evidence

#### *The Landlord*

28. The landlord proposed that the rental level of the property should be £1850.00 pcm as at 26 March 2026.
29. The landlord states [47/130] that the tenants' reliance on social housing rents is not appropriate because there is a different bias.
30. The landlord did not supply evidence of rental comparables.

#### *Tenant's rental evidence*

31. The tenants submit that the subject property [13/130] is in an area mainly made up of social housing residents whose rents for the two to three bedroom properties come in significantly lower than market rents due to social housing rules. The tenants refer to "Home Owners Alliance" website [28–29/130] and a rent calculation from which indicates to the tenants that the property in the same area with 3 bedrooms rather than the two the subject property has would be £1370.00 pcm. There is an extract from the report which reads £1450 pcm [28/130].

32. The tenants submit a valuation of £1250.00 pcm is sought.

#### Determination and Valuation

33. The valuation date is the effective date of the rent proposed in the Notice of Increase. This is 26 May 2026.

34. 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 the terms of the tenancy are such that landlord has responsibility for repairs.

(c) The location of the property but not that the tenants are long term tenants as this is not a matter that can be taken into account under section 14.

(d) That the property is in a state of disrepair as found by the tribunal.

35. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the landlord and the tenants, the tribunal determines that the market rental of the subject Property modernised and in good order would be in the order of £1850.00 pcm.

36. From this level of rent, the tribunal has made adjustments in respect of the findings above.

The full valuation is shown below:

|                |             |                     |
|----------------|-------------|---------------------|
| Starting Rent  |             | <u>£1850.00</u> pcm |
|                | <u>Less</u> |                     |
| For condition  | Less 17.5%  | £323.75 pcm         |
| Market rent    |             | £1526.25 pcm        |
| Undue hardship |             |                     |

37. 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.
38. The tenants have asked the tribunal to fix a later starting date in this case. The tribunal has considered the representations of the tenants and the landlord. The submission notes that an increase of the proposed £700.00 would cause "significant hardship" and the tenants would be unable to access money from elsewhere. The date of decision is 12 June 2026 and the date the rent was proposed to come into effect was 26 May 2026. The applicant does not provide any evidence of the specific financial status, for example income or savings. In the absence of such, the claim for "undue hardship" is not proven [16/130].

### Decision

39. Therefore, the tribunal determines the market rent at £1526.25 per calendar month with effect from 26 May 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 (SI 2013/1169) stating the grounds upon which it is intended to rely in the appeal.