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|  | <p>FIRST - TIER TRIBUNAL<br/>PROPERTY CHAMBER<br/>(RESIDENTIAL PROPERTY)</p>    |
| Case Reference                                                                    | LON/OOAB/MNR/2026/0096                                                          |
| Property                                                                          | 4 Lichfield Road, Dagenham, RM8 2AT                                             |
| Tenant                                                                            | Md Abul Kalam<br>Mosammat Nasima Begum                                          |
| Tenant's Representative                                                           | Rahad Kalam                                                                     |
| Landlord                                                                          | Jahanara Begum<br>Ashraful Islam Choudhury                                      |
| Landlord's Address                                                                | 291 Bonham Road<br>Dagenham<br>RM8 3BP                                          |
| Landlord's Representative                                                         | none                                                                            |
| Date of Application                                                               | 26 January 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                                                                   | £2200.00 pcm                                                                    |
| Date the new rent takes effect                                                    | 12 June 2026                                                                    |

## REASONS FOR THE DECISION

### Background

1. On 28 December 2025, the landlord served a notice under section 13(2) of the Housing Act 1988 which proposed a new rent of £2200.00 per calendar month (pcm) in place of the existing rent of £1700.00 pcm to take effect from 1 February 2026.
2. On 26 January 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 tenancy commenced 1 January 2025 as six-month contractual assured shorthold tenancy. The rental period is monthly payable on the 5th of the month, initially at £1700.00 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 [41/97] that the tenant can only redecorate with the landlord's permission, and to replace broken glass. The landlord is responsible for internal and external repairs.
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 1985 responsibilities.

## Liability for Council Tax and Utilities

10. The tribunal has considered the written submissions of the parties. The tribunal finds; the tenant from the tenancy [40/97] is responsible for the payment of utilities and council tax in respect of the Property.

## Inspection/Hearing

11. The tenant in the section 2 “Tenant’s response to Landlord’s Rents 1A form”; says [75/97] “given the issues outlined, particularly mould, insulation, and heating, I respectfully request that the tribunal carry out a physical inspection”.
12. The applicants have not submitted photographs or other material to substantiate the assertions relating to condition, the issue is determined on the papers, without a hearing.

## The Property

### Extent and Specification

13. The tribunal from review of papers finds; the property is a semi-detached house with separate living room, and dining room, with a kitchen, bathroom, toilet plus three bedrooms. The property has a garden and driveway.

### Improvements

14. No evidence of improvements by the tenant.

### Disrepair

15. Within section 2 of the “Tenant’s response to Landlord’s Rents 1A form”, the tenants’ asserted:

There is mould in multiple areas of the bedroom.  
The carpet is old – over 10 years old.  
The boiler is experiencing issues.  
Kitchen extractor hood not functioning.  
Poor insulation.

16. The onus of proof is on the applicants and in the absence of evidence to substantiate the concerns outlined above, the tribunal finds the property to be in reasonable letting condition.

17. The landlord [68/97] has contested and notes that the condition could be adequately demonstrated through photographic evidence. The applicants have not provided photographic evidence.
18. The tribunal finds, the property to be in a reasonable condition given the lack of evidence to the contrary.

### Specification

19. There is no evidence on the specification of the property. The tribunal in the absence of information adopts the specification that would be expected of a property in this area and of this age. The tribunal finds the property to have double glazing, central heating, carpets, curtains and white goods all supplied by the landlord.
20. The property has;

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

### Rental Evidence

#### *The Landlord*

21. The landlord proposed that the rental level of the property should be £2200.00 pcm as at 1 February 2026.
22. The landlord says in their Reply Form that they believed the proposed rent of £2200.00 pcm aligns with the current market rent and suggests comparables “£2000 to £2500 pcm” [68/97].

#### *Tenant’s rental evidence*

23. The tenant submits that the subject property is not of a standard to meet the landlord’s suggested level of proposed rent.
24. There is a document submitted titled “Rent checker” [21/97]–[25/97] which is an internet automated valuation application which proposes a rent for the subject property of £1711.00 pcm with a high level of £2107.00 pcm and a low

level of £1315.00 pcm. The document appears to be from an unspecified date in 2026.

25. The tenant submits no specific comparables.

#### Determination and Valuation

26. The valuation date is the effective date of the rent proposed in the Notice of Increase. This is 1 February 2026.
27. 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 property is in a reasonable condition.
28. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the landlord and the tenant, the tribunal determines that the market rental of the subject Property in reasonable order would be in the order of £2200.00 pcm.

|             |              |
|-------------|--------------|
| Market rent | £2200.00 pcm |
|-------------|--------------|

#### Undue hardship

29. 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.
30. The tenant has asked the tribunal to fix a later starting date in this case. The applicants have supplied the tribunal with a breakdown of their benefits [16/97].
31. Given the level of benefits and the determined increase, there will be "undue hardship" if the rent is increased from date of notice that is 1 February 2026. The tribunal determines the rent increase to be from the date of the hearing which is 12 June 2026.

#### Decision

32. Therefore, the tribunal determines the market rent at £2200.00 per calendar month with effect from 12 June 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.