



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference	LON/00AB/MNR/2026/0078
Property	5 Sterry Road, Degenham, RM10 8PB
Tenant	Stefana Zaharis
Tenant's Representative	
Landlord	Pervaz Mohmood
Landlord's Address	10 Chudleigh Crescent, IG3 9AS
Landlord's Representative	
Date of Application	31 December 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	DDJ Samuel sitting as a Tribunal Judge Nicholas Powell MRICS
Date of Decision	17 June 2026
Rent Determined	£1,785.00 per calendar month
Date the new rent takes effect	11 January 2026

REASONS FOR THE DECISION

Background

1. On 7 November 2025 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,200 per calendar month (pcm) in place of the existing rent of £1400 pcm to take effect from 11 January 2026.
2. On 31 December 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 assured shorthold tenancy commenced on 11 January 2021 for a term of 12 months. The rental period is the 11th of each month.

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. There are no relevant service charge provisions in the tenancy

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 of Council Tax.

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

7. No other provisions were considered relevant to the Tribunal's consideration

Inspection/Hearing

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

The Property

9. The Property is a 3 bed terraced property with a small garden

Evidence

10. Both the Tenant and the Landlord provided some evidence to the Tribunal

The Tenant.

11. The Tenant made the following comments:
- a) The Tenant has undertaken improvements replacing furniture carpets and painted the rooms in the property
 - b) On 15 April 2025 Barking and Dagenham Council visited the property and commented that there were “*worrisome defects and deficiencies requiring owner’s urgent attention*”
 - c) The Housing Health and Safety Rating System (HHSRS) identified defects relating to excess cold, deficient fire detection, electric hazard, damp and mould growth, food safety and risks of falls.
12. The tenant did not provide any rental evidence

The Landlord

13. The following comparables were provided by the Landlord:
- a) Two 3 bed properties in RM10 for £2,500 pcm
 - b) Two 3 bed properties in RM10 for £2,200 pcm
 - c) A letter from Woodland Property Management Ltd offering £2,450 pcm for a 2 year lease and £2,650 for a 5 year lease.

Determination and Valuation

14. The comparables provided by the Landlord are not necessarily of assistance. They appear to be a couple of photographs with a very brief description. The photographs appear to show properties in good condition with a reasonable specification. The adverts provided do not show what price the properties were actually let at.
15. The letter from Woodland Property Management Limited is also not probative. This would appear to be an offer of a rent to rent agreement. The business

model of Woodland Property Management Limited is unknown but this is not an offer from a willing tenant to a willing landlord for a residential tenancy of the property.

16. There is no evidence provided by the Landlord that repairs and vermin control have been carried out. The Tribunal has to assume on the balance of probabilities that the condition identified in HHSRS has continued.
17. 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 £2,100 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 comparable properties.
18. From this level of rent, the Tribunal has made adjustments of 15% for the condition of the property

The full valuation is shown below:

Starting Rent	<u>£2,100</u>
<u>Less</u>	
a) 15% for the condition of the property	£315.00
Market rent	£1,785 pcm

Undue hardship

19. 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.
20. The Tenant has not asked the Tribunal to fix a later starting date in this case.
21. In the absence of evidence or submissions 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 for the new rent as 11 January 2026

Decision

22. Therefore, the Tribunal determines the market rent at £1,785 with effect from 11 January 2026.

Signed: Judge Samuel

Date: 17 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) stating the grounds upon which it is intended to rely in the appeal.