

	FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AB/MNR/2026/0137
Property	34b Suffolk Road, Barking, London, IG114 7QW
Tenant	Gezim Dushkaj
Tenants' Representative	
Landlord	David McGuinness
Landlord's Address	477 High Road, Leytonstone, London, E11 4JU
Landlord's Representative	
Date of Application	14 February 2026
Type of Application	Determination of a market rent under sections 13 and 14 of the Housing Act 1988
Tribunal Members	Judge Wendy Banks Dr Jan Wilcox
Date of Decision	1 July 2026

REASONS FOR THE DECISION

Background

1. On 29 January 2026, the Landlord served a notice under section 13(2) of the Housing Act 1988 which proposed a new rent of £1,150 per calendar month (pcm), in place of the existing rent of £800 pcm, to take effect from 1 March 2026.
2. On 14 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 01 December 2019 for a term of 12 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. The Tenant completed two application forms. The first was a Form 6, which is an older form. In that application form, at p.46 of the bundle, section 6 states that the rent includes heating and water bills, and section 7 refers to the supply of electricity and municipal waste tax. In the Rents 1 form, at p.11, section 7.1 states that gas and water are provided under the tenancy. However, at p.7, section 5.2 states that the rent does not include council tax, and section 5.3 states that the rent does not include utilities. The evidence is therefore inconsistent and insufficient to establish that identifiable services or utilities are included in the rent. The Tribunal has accordingly assessed the market rent on the basis of the rent payable for the Property itself and has made no separate adjustment for services or utilities.

Liability for Council Tax

6. As above

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

7. None

Inspection/Hearing

8. The Applicant requested an inspection of the Property. That request was considered by Legal Officer Peter Williams on 1 June 2026 and was refused for the reasons set out in the order of the same date. The Tribunal has therefore determined the application on the papers provided by the parties and by applying its specialist knowledge and experience.

The Property

9. The Property is a first floor flat in a terraced house offering the following accommodation:

The accommodation comprises one bedroom, one bathroom, a living room and kitchen, as stated in Form 6. The evidence was unclear as to whether the kitchen is a separate room, as p.9, paragraph 6.3 of the Rents 1 form does not refer to a kitchen.

Outside: N/A

The Property has heating by electric oil-filled radiators and double glazing.

The Property is situated in Barking, close to Barking train station, with good transport links into London and a range of local facilities.

Validity of notice

10. The Tenant challenged the validity of the Notice. His reasons were that he and his wife did not agree with the rent increase because, in his view, the Property did not provide normal living conditions. He referred in particular to the front door, kitchen window and bedroom window, which he said did not work properly and required replacement. He also alleged that the Property fell below acceptable hygiene standards. He further stated that he and his wife were in court with the Landlord seeking compensation in respect of deterioration of the Property, and that the Landlord had increased the rent as a result of that dispute.
11. The matters raised by the Tenant may be relevant to the Tribunal's assessment of market rent, insofar as they concern the condition and amenities of the

Property. They do not, however, amount to a jurisdictional objection to the Notice. The Tribunal is not determining any separate disrepair claim, compensation claim, or allegation of retaliatory conduct. Having considered the matters raised by the Tenant, the Tribunal is satisfied that they do not prevent it from determining the market rent under sections 13 and 14 of the Housing Act 1988.

Evidence

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

The Tenant

13. The Tenant did not provide photographs, expert evidence, repair correspondence, inspection evidence, or rental comparables. In addition to the issues raised regarding the validity of the Notice, he alleged that the Property was affected by insects and mice, that the doors were very old and did not open and close properly, that the windows required replacement, that the electrical installation was not up to standard, and that electrical sockets required replacement. The Tribunal has taken those allegations into account as part of its assessment of condition, but notes that they were unsupported by independent or documentary evidence.

The Landlord

14. The Landlord stated that the Tenant's suggestion that the rent increase was imposed because he had reported disrepair was not correct. The Landlord said that, since the Tenant moved into the Property in June 2019, the Landlord's running costs had increased significantly. He stated that there had been one previous rent increase of £100 pcm since 2019 and that the current rent of £800 pcm no longer covered his running costs. The Landlord also stated that the Property was newly refurbished when the Tenant moved in and that any repairs reported by the Tenant had been carried out as quickly as reasonably practicable. He noted that the Tenant had not provided photographs of disrepair.
15. By way of comparators, the Landlord provided an email from Ashley Stanton of LP Agents dated 15 April 2026. The email stated that, based on research in the local area and comparison with properties rented locally, a rent of £1,200 to £1,300 pcm was easily achievable. There were no supporting particulars, addresses, photographs, floor areas, tenancy terms, evidence of achieved rents, or sufficient information about condition, furnishing, parking, bills or other

amenities. There was also no evidence as to how Ashley Stanton came to be instructed or what information was provided to him.

16. The Landlord also provided a letter from Cameron Adams Real Estates dated 15 April 2026 setting out the following:

Further to your request for a market appraisal, please consider the following. Based on current asking rents for 1-bed flats in Barking IG11, I would pitch First Floor, 34 Suffolk Road, IG11 7QW at £1,400 pcm, with a sensible marketing range of £1,375–£1,450 pcm depending on condition, finish, furnishing, and whether bills or parking are included.

The strongest comparables I found are:

- Thorpe Road, IG11 at £1,399 pcm for a furnished 1-bed flat.*
- Ripple Road, IG11 at £1,450 pcm for a 1-bed first-floor flat, unfurnished, with Barking Underground said to be only a few minutes away.*
- Howard Road, IG11 at £1,450 pcm for a 1-bed, around 420 sq ft, with garden space.*
- Wider IG11 listings also show a North Street 1-bed in the market, and the current 1-bed IG11 stock broadly clusters from the high £1,300s upward, with stronger/newer stock pushing above that.*

For 34 Suffolk Road, I would keep the valuation slightly below the stronger premium stock unless the flat is recently refurbished, especially large, or finished to a high standard. The address sits in a market where a straightforward older-style 1-bed usually needs to look competitive against Barking town-centre and newer-development options.

I would suggest a strategy would be to market at £1,425 p.c.m and expect a likely agreed rent around £1,400 pcm, I trust the valuation meets your requirements, should you require further assistance please feel free to reach out.

17. The Tribunal gives limited weight to the agents' appraisals. They are not supported by full particulars, photographs, floor areas, tenancy terms, evidence of achieved rents, or sufficient information about condition, furnishing, parking, bills or other amenities. The Tribunal has therefore treated them as broad market indicators only. The Tribunal has done the best it can on the evidence provided by the Landlord and has applied its specialist knowledge and

experience of the local rental market. There is also no reference to either agent having inspected the Property prior to preparing their appraisals.

Determination and Valuation

18. Applying its specialist knowledge and experience of the local rental market, and doing the best it can on the limited evidence available, the Tribunal considers that the market rent for the Property, assuming it to be modernised and in good order and let on ordinary open market terms, would be £1,150 pcm. That figure reflects the Tribunal's assessment of the Property as a one-bedroom first-floor flat in Barking, with the accommodation and amenities described above, and gives only limited weight to the higher figures advanced in the agents' appraisals.
19. From this level of rent, the Tribunal has made no adjustment for disrepair or condition. Although the Tenant raised complaints about the doors, windows, hygiene, pests and electrics, those allegations were unsupported by photographs, inspection evidence, repair records, expert evidence or other material enabling the Tribunal to make a quantified adjustment.

Market rent

£1150 pcm

Undue hardship

20. 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 on which the Tribunal makes its determination.
21. The Tenant asked the Tribunal to fix a later starting date. He stated that he lives at the Property with his wife and three children, that he works part-time, that his wife does not work, and that the family receives Universal Credit. He said that an increase of £350 pcm would cause hardship. The Tribunal accepts that the increase is significant. However, the Tenant provided no documentary evidence of his income, Universal Credit entitlement, household expenditure, rent account, arrears, savings, or other financial circumstances.
22. The Landlord responded to the Tenant's request for postponement. However, his response was directed mainly to the reasons for, and justification of, the rent increase. It did not provide evidence specifically addressing whether the Tenant would suffer undue hardship if the increased rent took effect from the date specified in the Notice.

23. As a result of the Tribunal's decision, the rent will increase by £350 pcm. The date specified in the Landlord's Notice was 1 March 2026. On the basis of the limited evidence supplied by the Tenant, the Tribunal finds that there is insufficient evidence to conclude that payment of the increased rent from the date specified in the Landlord's Notice would cause undue hardship. The Tribunal therefore sets the starting date for the new rent as 1 March 2026.

Decision

24. Therefore, the Tribunal determines the market rent at £1,150.00 per calendar month with effect from 1 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.