

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AR/MNR/2026/0055
Property	Flat 8, Nico House, 8 Station Square, Gidea Park, Essex, RM2 6BY
Tenants (Applicants)	Ms Grace Akintunde and Ms Elberte Kelvine Kiki
Tenants' Representative	None
Landlord (Respondent)	Petru Eugen Dinsorean Inna Property Management Limited
Landlord's Address	205 South Street, Romford, Essex, RM1 1QX
Landlord's Representative	None
Date of Application	1 February 2026
Type of Application	Determination of a Market Rent, sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr J G G Wilson MRICS – Chair Ms S Johnson
Date of Decision	16 June 2026
Rent Determined	£1,400 per Calendar Month
Date the new rent takes effect	5 February 2026

REASONS FOR THE DECISION

Background

1. On 1 December 2025 Mr P Dinsorean on behalf of the landlord served a notice under Section 13(2) of the Housing Act 1988 ('the 1988 Act') which proposed a new rent of £1,560 per calendar month (pcm) in place of the existing rent of £1,450 pcm to take effect from 5 February 2026.
2. On 1 February 2026 under Section 13(4)(a) of the 1988 Act, Ms Kiki on behalf of the joint tenants referred the landlord's notice proposing a new rent to the Tribunal for determination of a market rent. Mr Kiki's form Rents 1 is dated 1 February 2026.
3. The landlord would have been required to have sent their reply and evidence (form Rents 1A) to the Tribunal within 28 days of 1 February 2026. Correspondingly, the tenants would have been required to have sent their reply to the landlord's case (form Rents 1B) within 14 days of receipt of the same.
4. The assured tenancy provided to the Tribunal is for a fixed term of twelve (12) months commencing 4 November 2022 and is dated 31 October 2022. The rental period is monthly.

Validity

5. In their application at section 4.2, the tenants say the notice served by the landlord is invalid. The tenants say, '...in paragraph 3 that the first increase date is 4 November 2022, which is the date the tenancy commenced. My rent has not been increased since the tenancy began. I request evidence of any prior formal rent increases. If none have occurred, I question whether the notice complies with section 13(2) of the Housing Act 1988.'
6. In their Rents 1A form, the landlord does not give submissions on the challenge to the validity of their notice.
7. At paragraph 3 of the notice it says, 'The first rent increase date after 11th February 2003 is 04.11.2022 (see Note 11 over the page).'
8. Note 11 says, 'Unless the tenancy is a new one, or one of the exceptions mentioned in Note 17 applies, you must insert in paragraph 3 of the notice the first date after 11th February 2003, on which rent is proposed to be, or was, increased under this statutory notice procedure. That date determines the date you can specify in paragraph 4 of the notice. See also Note 16.'

9. At Note 16(a), which applies in this application, it says, ‘the starting date for the proposed new rent must not be earlier than 52 weeks after the date on which the rent was last increased using this statutory notice procedure or, if the tenancy is new, the date on which it started, unless...’
10. Applying the Notes outlined in paragraphs 7, 8 and 9 above to Ms Kiki’s submissions in paragraph 5, the subject tenancy agreement is a new tenancy. Accordingly, the date to be inserted in paragraph 3 is the date the tenancy commenced – 4 November 2022. The Tribunal determines the landlord’s notice to be valid.

Allocation of Repairs between Landlord and Tenant.

11. Repairs - at clause (5.2) of the agreement, the tenant covenants to keep the interior of the property and contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the property reasonably aired and warmed.
12. At paragraph 4 of the General Notes it says, ‘section 11, Landlord and Tenant Act 1985 (‘the 1985 Act’) – these obligations require the landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the property for space heating and hot water.’
13. In short, section 11 of the 1985 Act applies to the tenancy.

Services or furniture provided by Landlord (other than carpets and curtains and white goods specified below) and the costs relating to the same.

14. Ms Kiki has confirmed that whereas there are no services provided by the landlord under the tenancy, there is furniture and itemises a double bed and a fitted wardrobe.

Liability for Council Tax

15. The tenants are 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.

16. None that would have an effect either positive or negative on the market rent.

Inspection/Hearing

17. The parties have requested neither an oral hearing, nor an inspection. Accordingly, the Tribunal has considered this case on the bases of the papers provided by the parties, having viewed the property on the internet and its own knowledge and specialist expertise.

The Property

18. From the external photograph of the building provided to the Tribunal, Nico House is of traditional brick construction over ground and two upper floors. In her application Ms Kiki describes the property to be on the top (third) floor. The Tribunal understands the property to be on the second floor. The accommodation comprises:

Second floor – entrance hall, one living room, two bedrooms, kitchen, and one shower room/WC.

The Tribunal has been provided with a selection of both internal and external photographs of the property.

Gidea Park is to the northeast of Romford and to the north of Hornchurch. Gidea Park railway station is close by.

Evidence

19. Both parties have given Statements, being their forms Rents 1A and Rents 1B, with accompanying documents. In addition, Ms Kiki has given submissions in the tenants' form Rents 1.
20. The Tribunal has read the bundle in full. The Tribunal does not refer to all the documents in detail in this Decision, it being impractical and unnecessary to do so. Where the Tribunal does not refer to pages or documents in this Decision, it should not be mistakenly assumed that the Tribunal has ignored or left them out of account.

The tenants – Ms Kiki and Ms Akintunde

21. Under section 5 – Details of your tenancy, Ms Kiki confirms the current rent payable is £1,450 pcm and the tenancy commenced on 4 November 2022. At section 7 – Furniture, Ms Kiki says a king size double bed is provided in room 1.
22. Under section 8 – Services, Ms Kiki says there are none provided under the tenancy, and correspondingly the tenants are not charged separately for any such

services. At section 9, Ms Kiki says that neither they, nor any former tenant(s) have carried out improvement work or any other such works at the property for which they are not responsible under the terms of their tenancy.

23. At section 11, Ms Kiki says the market rent payable is £1,350 pcm and confirms she has submitted evidence to support her proposed market rent. Ms Kiki goes on to say the proposed rent payable does not reflect the open market rental value of the property when assessed in accordance with section 13(4) of the 1988 Act.
24. Ms Kiki's valuation evidence is drawn from three independent valuation tools (HOA.org.uk, OpenRent, and OnTheMarket), for which the midpoint estimates of the market rent of the property are £1,350 pcm, £1,380 pcm, and £1,259 pcm respectively. The Tribunal has been provided with screenshots to confirm the midpoint estimates.
25. Thereafter Ms Kiki says there are unresolved maintenance issues at the property, including damp, which would affect the rent that a prospective tenant would be willing to pay. Ms Kiki summarises the landlord's and their tenants' respective repairing obligations and concludes to submit the proposed rent of £1,560 pcm exceeds the rent that could reasonably be achieved on the open market for a new letting on the same terms. Ms Kiki concludes to request the Tribunal to determine the market rent in the range of £1,350 pcm to £1,380 pcm, which is below the current rent of £1,450 pcm.
26. At section 11.3, Ms Kiki says the comparable market evidence includes current and recent advertised rental listings for similar two-bedroom flats within the RM2 postcode. Ms Kiki then expands on the unresolved maintenance issues since the tenancy began, to say these include damp, peeling walls, a faulty shower and drainage, bathroom and kitchen doors that do not close, a broken fire door hinge to the front door and damaged blinds. Evidence of which was reported to the landlord and their agent, the maintenance issues were not resolved, and is confirmed in the attached WhatsApp correspondence.
27. Within the bundle is a screenshot of a two-bedroom flat in a purpose-built block of flats, Cooper's Court, Kidman Close, Gidea Park, RM2, available from July 2026 at a quoting rent of £1,450 pcm.
28. In their form Rents 1B dated 31 May 2026, at paragraph 2.1, the tenants say the following:
 - 1) The comparable evidence is flawed and comment on each of the three comparable properties referred to by Mr Dinsorean with their reasons why.

- 2) The May 2026 inventory is unreliable as, inter alia, it is dated 1 May 2026 with works carried out by ‘Timmy the Painter’ completed on 18 February 2026.
 - 3) Maintenance failures would reduce rental value where there is evidence of a landlord being dilatory in addressing items of disrepair having been brought to a prospective tenant’s attention.
 - 4) The independent valuations support a market rent of £1,350 pcm. To have taken the mid-point rental values derived from three independent tools are appropriate measures.
 - 5) The property has a shared bathroom, is a third-floor walk-up, no parking, and a history of problems associated with damp.
29. In a separate document all the items listed in paragraph 28 above are discussed by the tenants in more detail to assist to present their case.
30. The tenants summarise their position to maintain the appropriate market rent for the property is £1,350 pcm and go on to say:
- It falls within the mid-point range of the three independent valuation tools.
 - It is consistent with the only genuinely comparable property in the landlord’s evidence, Cooper’s Court, Kidman Close, Gidea Park at £1,450 pcm.
 - It reflects the property’s condition throughout the tenancy, not the post-repair condition recorded in May 2026.
 - Comparable two-bedroom flats in the RM2 postcode are being marketed to let at £1,450 pcm, to confirm properties with fewer disadvantages than the subject would not command a higher rent.
31. The tenants conclude to reiterate in outline the points they have made in their submissions.

The landlord – Mr Dinsorean

32. Mr Dinsorean has submitted form Rents 1A dated 24 May 2026 on behalf of the landlord. Mr Dinsorean confirms that he served the section 13 notice of rent increase referred to the Tribunal by the tenants and that he agrees to the details of the tenancy given by the tenants too.
33. Mr Dinsorean goes on to say he does not agree to the details given by the tenants in their application form, he does not agree with their rent proposed, and that he still wants to charge the rent proposed in the section 13 notice. Thereafter Mr Dinsorean has given submissions in his statement with accompanying comparable lettings evidence and further documents.

34. In his statement, Mr Dinsorean says the property is a modern flat situated in a desirable and well-connected location close to Gidea Park railway station and local amenities.
35. Mr Dinsorean acknowledges the tenants have raised concerns with respect to maintenance which include condensation/damp-related and other repair items. Mr Dinsorean adds that when issues are brought to their attention, efforts have been made to address them accordingly. The matters raised do not have an adverse material effect on rental value to the extent suggested by the tenants.
36. Mr Dinsorean goes on to say the property has remained occupied throughout the tenancy and no formal finding has been made by Environmental Health, or any other authority that the property is unfit for habitation or subject to serious statutory disrepair.
37. In a separate document Mr Dinsorean says an inventory and inspection schedule signed by both parties on 1 May 2026 recorded only limited maintenance observations. Thereafter, a number of items are listed. Mr Dinsorean then says, 'The landlord further submits that some matters raised relate to condensation, ventilation and general wear and tear commonly encountered during occupation and do not amount to serious statutory disrepair.'
38. The comparable lettings to which Mr Dinsorean has referred to assist to present his case are summarised as follows:
 - 1) Station Road, Gidea Park, RM2 – a two-bedroom maisonette available to let in July 2026 at a rent of £1,650 pcm (Rightmove), with a garden.
 - 2) Cooper's Court, Kidman Close, Gidea Park, RM2 – a two-bedroom flat available to let in July 2026 at a rent of £1,450 pcm (Zoopla).
 - 3) Tall Tree Court, Romford, RM1 – a two-bedroom flat available to let in July 2026 at a rent of £1,650 pcm (OpenRent), to include parking.
39. Mr Dinsorean has provided the Tribunal with screenshots of the lettings' particulars of each of the above.
40. Mr Dinsorean concludes to say the proposed rent of £1,560 pcm for the property falls within the reasonable market range for comparable local properties and follows the significant increases in local market rents since the commencement of the tenancy in 2022.

Determination and Valuation

41. Whereas the Tribunal has read all the contents of the bundle (the papers), it limits its discussion and considerations to those points relevant to reach its determination.
42. Both parties have provided the Tribunal with their respective Rents 1A and Rents 1B forms. In addition to which the tenants have given submissions in their Rents 1 application form. Both parties' submissions include further documents, including external and internal photographs, to assist to present their respective cases. The parties have concluded to confirm their opinions of the market rent to be those set out in the notice (the landlord's position), and their application (the tenants' position), being £1,560 pcm and £1,350 pcm respectively.
43. The Tribunal has determined the landlord's notice dated 1 December 2025 to be valid.
44. The Tribunal having determined the landlord's notice to be valid confirm the valuation date for the same is 5 February 2026, which is the date the landlord has proposed to be the start date of the new rent. It is the market rent of the property on 5 February 2026 that the Tribunal is to determine.
45. Ms Kiki says the property is on the third floor with no lift. From the information provided to the Tribunal, the property is on the second floor and a walk-up.
46. Both parties have provided comparable lettings evidence to support their respective cases. The tenants' position is centred on the results of searches on three on-line portals for comparable two-bedroom properties in the locality. Whereas the screenshots provide the outcomes of the searches, there are no finite details of the properties that make-up each output. However, as Ms Kiki's application is dated 1 February 2026, the Tribunal can only conclude that each output precedes the date of the application, thus the valuation date too.
47. On behalf of the landlord, Mr Dinsorean has provided details of three comparable two-bedroom properties, each having two bedrooms, and available to let in July 2026 (see paragraph 38 above).
48. Both parties give criticisms of each other's comparable evidence submitted. Whereas Ms Kiki's evidence, on the face of it, has the merit of having been collated prior to the valuation date, there are no properties identified in the three search outputs.
49. Conversely, Mr Dinsorean has referred to three, two-bedroom properties available to let, from July 2026. The merit of Mr Dinsorean's approach is to identify properties to which direct comparisons can be made to the subject, both positive and negative; to follow which Ms Kiki has given her critiques.

50. In her summary of the tenants' position on market rent with respect to Mr Dinsorean's valuation evidence, Ms Kiki has directed the Tribunal to the two-bedroom flat in Cooper's Court, Gidea Park, RM2 at a quoting rent of £1,450 pcm, available to let from July 2026. The Tribunal has attributed weight to this comparable property. In addition to which the Tribunal has attributed weight to Ms Kiki's evidence in general, bearing in mind it has the merit of having been researched and collated prior to the valuation date, but correspondingly has the demerit of being non-specific as to the properties within its make up.
51. From the submissions given by the parties on rental value and its own expert, general knowledge of market rents in the area, the Tribunal determines the market rent of the subject property modernised and in good order to be £1,475 per calendar month. That is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties having white goods, central heating, double glazing, carpets and curtains provided by the landlord.
52. In her application Ms Kiki says furniture has been provided by the landlord and lists a King size double bed and a wall-to-wall fitted wardrobe. In the meaning of the legislation, a fitted wardrobe is not 'furniture', and the Tribunal determines the provision, or otherwise, of a King size double bed to have a *de minimis* effect on the rental value of the property.
53. From the information provided which includes a selection of internal photographs, the Tribunal understands that curtains have not been provided by the landlord. In addition to which, the Tribunal understands the blinds in the shower room/WC have been adversely affected by problems associated with damp. The Tribunal has determined an adjustment is required to the market rent to reflect these.
54. Ms Kiki has given submissions on various items of disrepair which include, but are not limited to, slow drainage of water from the shower cubicle, and mould and damp in a bedroom. In his replies, Mr Dinsorean accepts, in effect (see paragraph 37 above), the condition of the property is subject to, no less than, general wear and tear with the passage of time.
55. The market rent of the property to be determined by the Tribunal is that on 5 February 2026, the date stated in the notice, the new rent is to commence. As Ms Kiki says, any works to remedy items of disrepair and defects post that date are to be disregarded by the Tribunal in carrying out its valuation. Doing the best it can on the basis of the parties' submissions, the Tribunal has determined an adjustment is required to reflect general items of disrepair and wear and tear

with the passage of time since commencement of the tenancy to the market rent, on 5 February 2026.

56. Following what the Tribunal says in paragraphs 52 to 55 above, the valuation is as follows:

Starting Rent £1,475 pcm

Less

- a) Non provision of curtains/deterioration in condition of a blind - £25 pcm
 - b) Disrepair, deterioration in condition, wear and tear - £50 pcm
- £75 pcm

Market rent £1,400 pcm

Undue Hardship

57. The new rent takes effect from the date specified in the landlord's Notice of Increase unless that would cause undue hardship to the tenants. 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.
58. The tenants have not given any submissions that the new rent would cause them undue hardship. Accordingly, the Tribunal confirms the starting date for the new rent of £1,400 per calendar month to be that in the notice – 5 February 2026.

Decision

59. Therefore, the Tribunal determines the market rent at £1,400 (One Thousand Four Hundred Pounds) per calendar month with effect from 5 February 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.