

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/OOAS/MNR/2026/0293
Property	59 Leven Way, Hayes, UB3 2SS
Tenant	Aman Khalid
Tenant's Representative	None
Landlord	Abdul Rauf Qadiri
Landlord's Address	499 A Northolt Road, Harrow, HA2 8JN
Landlord's Representative	None
Date of Application	24 April 2026
Type of Application	Determination of a Market Rent sections 13 and 14 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS T Leppard MRICS
Date of Decision	24 June 2026
Rent Determined	£2550.00 pcm
Date the new rent takes effect	1 May 2026

REASONS FOR THE DECISION

Background

1. On 28 February 2026, the landlord served a notice under section 13(2) of the Housing Act 1988 which proposed a new rent of £2550.00 per calendar month (pcm) in place of the existing rent of £2350.00 pcm to take effect from 1 May 2026.
2. On 24 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 tenant's application form states; the tenancy commenced 5 July 2025, ending on 4 July 2026, the tenant states they have not been provided a copy of the tenancy agreement. The landlords reply form notes the tenancy started on 5 July 2024, the contractual tenancy finishing 4 July 2025.
4. The tribunal after giving consideration to the submissions favours the landlord's evidence in respect of the tenancy because it is supported by the issuing of the Notice. The tribunal finds the tenancy ran from 5 July 24 to 4 July 25 and then reverted to a statutory periodic tenancy,
5. 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.
6. The tribunal did not inspect the property and determined the matter on the papers.

Preliminary Matters

7. Material received outside the Directions has not been considered. The tenant at [6/49] states they do not believe the Notice to be valid because the tenant's assert the rent proposed in the Notice is "far above than [sic] rental value." The tribunal makes a preliminary finding that the opinion of the tenant that the rent is in excess of the market rent is not a ground that invalidates the Notice. The tribunal continues to determine the rent on the papers provided.

Allocation of Repairs between Landlord and Tenant

8. The tribunal has considered the written submissions of the parties.

9. The tribunal finds in the absence of any submissions the landlord is responsible for repairs, section 11 of the Landlord and Tenant Act 1985 responsibilities and internal decoration.

Liability for Council Tax and Utilities

10. In the absence of submission, the tribunal finds the market norm applies, that the tenant is responsible for council tax and utilities.

Inspection/Hearing

11. The tribunal has considered the evidence and considers that the number of photographs, and their relevant descriptions provide sufficient information to make an inspection disproportionate.

The Property

Extent and Specification

12. The tribunal from review of papers finds; the property is a semi-detached house comprising; one living room, “3/4” bedrooms, one kitchen and one bathroom. [9/49]. The property comes with a garage but with the landlord retaining use of the garage. [9/49]. Room sizes for four bedrooms provided. The property is said to be let unfurnished [10/49]. The property is said to have a shared driveway with no 61. The landlord [25/49] says the only section shared is the beginning of the driveway. The tenant says that there is an alley way neighbouring the property and is a source of anti-social behaviour. The landlord states there are two sheds. The landlords room dimensions differ. A photograph at [37/49] shows the respective driveways.
13. The tribunal finds the property to be a 4-bedroom semi-detached. The alley way is not directly adjoining but one property away. The semi-detached property in good condition externally.

Improvements

14. No evidence of improvements by the tenants.

Disrepair

15. The submission do not identify any disrepair, the tribunal finds the property in good condition.

Specification

16. No details are given for the property, the photograph shows a house in good condition with double glazing and the tribunal in the absence of any information that the specification would be that normally expected for such a property that is as shown below.
17. The property has:

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

Rental Evidence

The Landlord

18. The landlord proposed that the rental level of the property should be £2550.00 pcm as at 1 May 2026.
19. The landlord supplied a number of property marketing details. These ranged from £2500 to £2999 pcm.

Tenant's rental evidence

20. The tenant by application form states; "I believe it is far above than the rental value. I checked with letting agents as well as in surrounding areas."
21. The tenant in their application says the rent is £2350.00 pcm [13/49]
22. The tenant submitted a reply form in which he referred to number 3 Leven Way stating he believed it had been rented for £2400.00 pcm. Additionally, by email the tenant notes that asking prices for properties do not always translate into agreed prices.

Determination and Valuation

23. The valuation date is the effective date of the rent proposed in the Notice of Increase. This is 1 May 2026.
24. 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 has disrepair as identified, none notified.

25. Relying on its own expertise, 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 £2700.00pcm.

26. From this level of rent, the tribunal has made adjustments in relation to condition and specification found above.

The full valuation is shown below:

Starting Rent £2700.00 pcm

Adjusted for shared drive and alley 5%

Market rent

£2565.00 say £2550pcm

Undue hardship

27. 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.

28. The tenants have not asked the tribunal, within their application form, to fix a later starting date in this case. The tenants have not evidenced the alleged "undue hardship" and so the tribunal does not alter the date of the Notice of Rent Increase.

Decision

29. Therefore, the tribunal determines the market rent at **£2550.00** per calendar month with effect from **1 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.