	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AS/MDR/2026/0001**
Property	**20 Birch Avenue, Yiewsley, Middlesex UB7 8DE**
Tenants	**Ms Dalila Seridj and Mr Khaled Mhiri**
Tenants' Representative	**n/a**
Landlord	**Mrs Surinder K Plaha**
Landlord's Address	**6 Hamilton Road, Uxbridge, Middlesex UB8 3AJ**
Landlord's Representative	**Mr Johannes Duminy, Lawhive Ltd**
Date of Application	**5 March 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge D Gethin** **Mrs A Kelly MRICS**
Date of Decision	**10 August 2026**
Rent Determined	**£1,425.00 per calendar month**
Date the new rent takes effect	**1 December 2025**

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REASONS FOR THE DECISION

Background

1. On 17 October 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,800 per calendar month (pcm) in place of the existing rent of £1,450 pcm to take effect from 1 December 2025.

2. On 5 March 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 1 June 2024 for a period of 1 year and continues as a periodic assured tenancy. 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. No service charges are payable separately.

6. The tenancy includes a cooker.

Liability for Council Tax

7. 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.

8. None.

Inspection/Hearing

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

The Property

10. The Tribunal carried out an inspection of the Property on 7 August 2026 in the presence of the Tenants. The Landlord's agent was notified of the inspection and attended but was not permitted entry into the Property.

11. The Property is a post-war two-bedroom semi-detached house situated in Yiewsley, West Drayton, offering the following accommodation:

    a. Two bedrooms (the second being a small box room) – 4.3m x 3.2m and 2.5m x 2.2m;
    b. Sitting room – 4.3m x 3.5m;
    c. Kitchen – 3m x 2.2m;
    d. Bathroom – 2.2m x 1.5m;
    e. Hall with storage cupboard in the hallway, landing and staircase.

12. The Property benefits from a large rear garden.

Evidence

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

The Tenant.

14. The Tenants contend that the proposed increase exceeds the market rent. They rely upon the condition of the property and in particular cracking of brickwork, internally and externally, and alleged subsidence-related issues. They requested a Tribunal inspection of those matters.

15. The Tenants state that the current rent is £1,450 pcm and dispute a number of factual assertions made by the Landlord concerning the household and tenancy history.

16. The Tenants had not provided any comparables.

The Landlord

17. The Landlord contends that the proposed rent of £1,800 pcm reflects the open market rental value of comparable two-bedroom houses in the locality

18. The following comparables were provided by the Landlord:

a) Drayton Gardens, West Drayton, advertised at £1,800 pcm;
b) Greatfields Drive, Uxbridge, advertised at £1,800 pcm;
c) St Nicholas Close, Uxbridge, advertised at £1,900 pcm;
d) Cromwell Road, Hayes, advertised at £2,100pcm;
e) High Street, Yiewsley, advertised at £2,000 pcm.

19. The Landlord also relies upon an insurance report which concluded that cracking observed at the property was most likely caused by subsidence associated with vegetation and clay shrinkage rather than landlord neglect

Determination and Valuation

20. The Tribunal has considered the documentary evidence supplied by both parties, the Landlord's comparables and its own expertise in local rental values.

21. The Landlord's comparable properties ranged from similar sized properties that were in a modernised condition and had off-road parking, neither of which the Property benefits from, to a flat that is clearly not comparable at all and a 2-3 bedroom property on the High Street. We did not regard any of the proposed comparables to be similar to the Property and all were advertised rather than achieved lets.

22. Turning to the inspection, in line with the subsidence report there were large cracks to the front and rear elevations of the sitting room, between the sitting room door and the front entrance door, in the wall between the sitting room and kitchen, in the kitchen itself by the window, and in the main bedroom. There were equivalent cracks visible in the external brickwork.

23. The sealant around the bath had failed resulting in leaks to the adjoining bedroom and into the kitchen below. There was a missing socket screw in the light switch of the main bedroom and the plug socket on the landing was located so close to the floor it had to be installed upside down. The small kitchen and bathroom were both unmodernised. The only provided white goods, the cooker, was missing a knob. The hallway, stairwell and landing were carpeted in 2023, but otherwise the Property was in poor decorative condition and looked generally tired.

24. 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 £1,700 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 the comparable properties, and was provided with a full set of white goods, having regard for the

fact that there was no off-road parking and that the Landlord's comparables were advertised and not achieved rents.

25. From this level of rent, the Tribunal has made adjustments in relation to the following:

    a) Subsidence with multiple, large cracks throughout the Property, which would have a significant impact on the rent to be achieved
    b) No white goods save for a cooker
    c) Condition of bathroom and failed sealant around the bath

    The full valuation is shown below:

Starting Rent			£1,700 pcm
Less			
a)	Items given under a) above	£200	
b)	Items given under b) above	£50	
c)	Items given under c) above	£25	£275
Market rent			**£1,425 pcm**

Undue hardship

26. 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.

27. The Tenant has asked the Tribunal to fix a later starting date in this case.

28. The Landlord did not respond.

29. The Tenants rely upon receipt of Universal Credit and documentation relating to the award of Universal Credit has been provided

30. For the following reason the Tribunal considers that for the determined rent 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 1 December 2025.

31. The determined rent has been reduced from the previous rent, in large part because of the subsidence that arose in 2025.

Decision

32. Therefore, the Tribunal determines the market rent at £1,425.00 per calendar month with effect from 1 December 2025.

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.