

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AC/MRA/2026/0053
Property	9 Oakfields Road, Temple Fortune, London, NW11 0JA
Tenant	Sayed Hossein Pakzad & Safieh Esteghamat
Tenant's Representative	N/A
Landlord	Sammy Real Estate Investments Ltd
Landlord's Address	C/O Roundtree Real Estate, 1 Sentinel Square, Brent Street, London, NW4 2EL
Landlord's Representative	Roundtree Real Estate
Date of Application	25 June 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Ms S Beckwith MRICS Mr I Rakhy
Date of Decision	12 August 2026
Rent Determined	£4,500 per calendar month
Date of Valuation	7 August 2026
Date the new rent takes effect	7 September 2026

REASONS FOR THE DECISION

Background

1. On 27 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £4,500 per calendar month (pcm) in place of the existing rent of £4,250 pcm to take effect from 7 August 2026.
2. On 25 June 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open market rent.
3. The tenancy commenced on 7 July 2024. 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. N/A

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. N/A

Hearing

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

The Property

9. The Landlord provided a floor plan and photographs.
10. The Property is a three storey detached house, offering the following accommodation:

Property: On the ground floor, an entrance hall with WC, a kitchen, reception room, dining room and conservatory. On the first floor, four bedrooms, two of which have ensembles, plus a separate bathroom. On the second floor, the master bedroom with ensuite.

Outside: a front garden, drive, garage, store and rear garden with summer house.

The Property benefits from central heating, double glazing and a mixture of carpet and parquet flooring. The total internal floor area is c. 2,500 sq ft.

The Property is situated on a residential street in the Temple Fortune area of northwest London. The main shopping area is approximately one quarter of a mile to the east. Brent Cross underground station is approximately half a mile to the south.

Evidence

11. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).
12. Due to new information raised by the Tenant in their MR3 form, on 5 August 2026 the Landlord submitted a Form Order 1 requesting permission to adduce further evidence. The Tribunal granted permission given the Landlord had not been given the opportunity to respond to the Tenant's comments about certain maintenance issues raised in the MR3 form. The submissions and evidence of both parties are set out below.

The Tenant

13. The Tenant made the following comments:
 - a) In their MR1 form, the Tenant stated that there has been an ongoing issue with rainwater leakage into one of the bedrooms.
 - b) In their MR3 form, the Tenant submitted there were further issues which remained unsolved for extended periods after being reported. These included a non-functioning oven, a gas hob with one defective burner,

loose internal door handles, deteriorated silicone sealing around the kitchen sink, drainage problems, water ingress into the storage room, misaligned garage door, faults in the alarm system and excessive heat in the enclosed patio. The Tenant incurred expenditure to protect the Property including alarm servicing, drainage attendance and temporary protective measures to prevent water ingress into the external storage area. An email dated 12 July 2026 documenting the issues was provided.

14. The Tenant provided the links to property listings. Three out of four listings were of the same property. The two unique listings are as follows:
 - a) Montpellier Rise – a five bedroom, three bathroom house being advertised at £4,250 pcm. The size is stated to be c. 1,850 sq ft.
 - b) Hampstead Gardens – a five bedroom, three bathroom semi-detached house being advertised at £4,250 pcm. The size is stated to be c. 1,850 sq ft.
15. The Tenant commented that several of these properties appear to be newer, more modern, recently refurbished or presented in better decorative condition. They confirmed their opinion that the market rent is £4,000 pcm.

The Landlord

16. The Landlord made the following comments:
 - a) The leak referred to by the Tenant was attended to at the time it was first reported in 2024. No further report of the issue was made until the Tribunal proceedings.
 - b) The Tenant has been made aware that all maintenance issues must be reported through an online portal, not just shown during an inspection. Most issues highlighted by the Tenant in their MR3 form have only been reported since the commencement of this Tribunal case. An inspection report and update on maintenance issues was provided.
 - c) Some issues raised by the Tenant are improvements, which the Landlord is not required to undertake.
17. The Landlord's Representative confirmed that they had recently let the following comparable properties:
 - a) 85 Elmcroft Crescent, Golders Green – a four bedroom non-detached house let for £5,000 pcm.
 - b) 33 Mayfield Gardens, Hendon – a four bedroom house let at £4,750 pcm.
 - c) 28 Highfield Avenue, Hendon – a semi-detached house let for £5,000 pcm.

18. A Best Price Guide was also provided showing asking rents for five bedroom houses within one mile of the Property between October 2025 and July 2026. The rents range from £5,350 pcm to £7,995 pcm.

Determination and Valuation

19. The two comparables provided by the Tenant were smaller than the Property. They both had three bathrooms, rather than four. Neither benefited from a garage. The Tribunal would therefore expect the rent achievable on the Property to be higher.
20. Only brief comments were provided by the Landlord about their comparables, therefore the Tribunal did not have complete details of the specification, total size or layout of the three properties.
21. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord and the Tenant, the Tribunal considers that the market rent of the subject Property would be in the order of £5,000 pcm.
22. The Tribunal finds that the Landlord is responsive to dealing with items of repair when reported. The majority of the maintenance issues raised by the Tenant have been actioned or are awaiting investigation. The Tribunal therefore does not consider that these would impact the rental value of the Property
23. The Tribunal has taken into account the configuration, specification and condition of the Property in arriving at the level of rent achievable in the open market set out above and therefore makes no further adjustments.

Undue hardship

24. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.
25. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because the rent has already increased from £4,000 pcm to £4,250 pcm throughout the tenancy, their household budget has been arranged around the current rent and an increase

would leave limited flexibility and may require them to rely on savings or credit to meet the monthly rent. No supporting evidence was provided.

26. The Landlord confirmed that the Tenant's financial status and savings were independently verified at the time the Property was let. Evidence of this financial check was provided.
27. As a result of our decision the rent will increase by £250 per month. On the basis of the comments made by the Tenant and the evidence supplied by the Landlord, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.

Decision

28. The Tribunal determines the new rent at the amount proposed by the Landlord of £4,500 per calendar month with effect from 7 September 2026 as this is lower than the open market rent determined by the Tribunal.

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 (rule 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.