	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AN/MRA/2026/0070**
Property	**56A Goldhawk Road, London, W12 8HA**
Tenants	**Driss Benatou Dahnoun** **Faouzia Hajjaj**
Tenant's Representative	**Neeya CIC**
Landlord	**Chiswick Services Ltd**
Landlord's Address	**11 High Street, Acton, London W3**
Landlord's Representative	**N/A**
Date of Application	**03 July 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr A Parkinson MRICS** **Mrs P Ogunfeibo**
Date of Decision	**20 August 2026**
Rent Determined	**£2,350**
Date the new rent takes effect	**20 August 2026**

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REASONS FOR THE DECISION

Background

1. On 15 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,350 per calendar month (pcm) in place of the existing rent of £2,100 pcm to take effect from 20 August 2026.

2. On 03 July 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 tenancy commenced on 20 August 2021. 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. There are no services charges for which the Tenant is liable. The property was let unfurnished.

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.

Inspection/Hearing

7. 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

8. The Property is a first floor flat, with a floor area of approximately 58 square metres offering the following accommodation:

   Combined kitchen and reception room, two bedrooms and bathroom.

The Property benefits from central heating and floor coverings.

The Property is situated in w12 with good access to public transport, shops and local amenities.

Evidence

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

The Tenant.

10. The Tenant made the following comments:

    a) The Tenant's household comprises two adults and three dependent children.
    b) Their income has not increased sufficiently to meet a further rent increase.
    c) Rising living costs, including food, energy, utilities and transport, have significantly reduced their disposable income.
    d) The increase would place the tenancy at risk and could force them to seek homelessness assistance from the local authority.
    e) The proposed rent does not reflect the property's actual condition particularly in relation to repeated water leaks from the flat above, delayed, incomplete, or unresolved repairs, ongoing disputes concerning repairs and mould and a mouse infestation within the building.
    f) Additionally problems with communal areas, including issues with communal lighting, security concerns with the entrance door and theft of post and parcels.
    g) These defects and management issues affect the property's condition, safety, security and enjoyment.
    h) The market rent should be assessed by reference to the property, taking account of unresolved repair and maintenance issue

11. In terms of rental evidence, the Tenant has not provided any evidence to support the current market rent of the Property.

The Landlord

12. The Landlord made the following comments:

    a) I have no record of the tenants reporting issues of repeated leaks or pest control issues.

b) The Tenants have not submitted any evidence to support their hardship claim and I understand they own a property in Spain from which they receive income.
c) Open market evidence supports £2,350 pcm with reference to a Foxtons market appraisal dated July 2026 which was submitted as evidence.
d) Foxtons advised that £2,300 pcm would be a conservative figure and that the property should be marketed at £2,400 pcm.
e) The Foxtons appraisal refers to recently let comparable properties, including a slightly smaller flat in the same building let at £2,250 pcm and a slightly larger flat let in the same building at £2,383. Additionally a flat at 141 Goldhawk Road which was recently let at £553 per week (£2,396 per calendar month).
f) The Landlord provided links to three further rental properties currently being marketed on Right Move with asking rents of £2,396 and £2,400 pcm for two two-bedroom properties in W12 and a larger two bedroom property in W6 listed at £2,775 pcm.
g) The Landlord submitted floor plans of both the subject property and comparables.
h) The Landlord submitted a June 2026 inspection report from a pest control contractor which states that although some tenants had reported cockroaches in communal areas, the inspection found no evidence of active infestation, and any activity was believed to be low or not visible.
i) The Landlord maintains that £2,350 pcm is fair, reasonable and below the level recommended for marketing by Foxtons.

13. In response to the comments within the MR2 form submitted by the Landlord, the Tenant responded as follows:

a) Affordability concerns were previously communicated to the Landlord, including via WhatsApp.
b) We have been open about our financial circumstances.
c) We rented, rather than owned, accommodation in Spain before coming to the UK and receive no overseas property or business income.
d) We deny that any deterioration of the property is attributable to us and we have painted and carried out minor maintenance ourselves, often because repairs were not dealt with promptly by the landlord. This should not be taken as evidence that repair issues did not exist.

Determination and Valuation

14. With the exception of the property situated in W6 which was excluded due to the size and location, the Tribunal considers the comparables provided by the Landlord via Right Move links and the Foxtons marketing report and email are relevant comparables. Particular weight was given to rents achieved within the

same building and in close proximity to the Property. All comparables were of a similar size and layout and close to the subject property.

15. 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 would be in the order of £2,350 pcm. This is the rent we would expect the property to let for in the open market.

Market rent **£2,350 pcm**

Undue hardship

16. 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.

17. The Tenant has stated that an increase in rent will result in hardship but has not submitted any evidence to support this position such as details of income, expenditure or debt. In the absence of evidence to support the Tenant's hardship position the Tribunal is not persuaded that the rent increase will result in hardship and therefore does not agree to fix a later starting date.

Decision

18. Therefore the Tribunal determines the market rent at £2,350 per calendar month with effect from 20 August 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.