

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AB/MNR/2026/0508
Property	74 Waterside Close Barking IG11 9EQ
Tenant	Francesca Smithen
Tenant's Representative	N/A
Landlord	Ahmed Khan
Landlord's Address	15 Bond Street, Stratford E15 1LT
Landlord's Representative	N/A
Date of Application	22 June 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr A Parkinson MRICS Mrs P Ogunfeibo
Date of Decision	28 August 2026
Rent Determined	£1,450 per calendar month
Date of Valuation	25 June 2026
Date the new rent takes effect	25 June 2026

REASONS FOR THE DECISION

Background

1. On 29 April 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,750 per calendar month (pcm) in place of the existing rent of £1,250 pcm to take effect from 25 June 2026.
2. On 22 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 28 April 2022 for an initial period of twenty four months. The rental period is now monthly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid because the tenancy agreement contains a rent review clause specifying the method of rent adjustment. The relevant clause (1.18) of the tenancy agreement states:
 - *'Rent Review: The landlord may increase the rent by serving a rent review notice on you. The rent may not increase by more than a maximum of 7% through any single rent review.....'*
5. The Landlord has not provided any representations in response to the validity position made by the Tenant.
6. The Tribunal has considered the validity point raised by the Tenant but does not agree that the rent review provisions in the tenancy agreement are still applicable. This is because the original tenancy was for a period of 24 months which expired on 27 April 2024. Upon expiry of the initial 24 month term the tenancy became a statutory periodic tenancy as specifically stated at clause 1.5.1 of the tenancy agreement. It was confirmed by the High Court in *London District Properties Management Limited v Goolamy [2009]* that section 13(1)(a) of the Housing Act 1988 governs rent increases under statutory periodic tenancies and that any rent review clause in the original tenancy agreement purporting to apply during the statutory periodic tenancy is of no effect. Accordingly the statutory rent increase procedure under section 13 supersedes the contractual lease provisions as the fixed term period has expired.

7. This means that rent increases beyond the original term are via the section 13 process and the lease provisions and mechanism regarding rent increases no longer apply.

Allocation of Repairs between Landlord and Tenant.

8. 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.

9. There are no service charges attributable to the Tenant. The Property was let unfurnished.

Liability for Council Tax

10. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Hearing

11. 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

12. The Property is a self-contained first floor flat, comprising a living room, kitchen diner, two bedrooms and three shower rooms.

The Property benefits from electric heaters and floor coverings.

The Property is situated in an established residential area of Barking with access to shops, parks and transport.

Evidence

13. The Tenant completed the relevant MR1 form. The Landlord did not complete the MR2 form or provide any evidence or representations. .

The Tenant

14. The Tenant made the following comments:

- a) The property has single glazing and relies on electric heaters for heating.
- b) The property is not well maintained by the landlord. There are recurring leaks in all the bathrooms. There was also a hole and a broken section of flooring in the living room which has been temporarily covered with wood. The repair appears to have been done poorly and is not properly secured.
- c) A rent increase will cause hardship as I am currently unemployed and a lone parent.
- d) The Tenant stated in their MR1 response that the open market rent should be £1,250 pcm but has not provided any comparable evidence or justification to support this position.
- e) The Tenant confirmed that they had provided a copy of the tenancy agreement, and landlord's notice of rent increase.

15. The Tenant did not provide any comparable rental evidence

The Landlord

16. The Landlord did not provide comparable rental evidence or any representations in support of their position.

Determination and Valuation

17. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.

18. Relying on its own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rent of the subject property modernised and in good order would be in the order of **£1650 pcm**. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as similar rental properties in the proximity of the subject property.

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

- a) Condition
- b) Single glazing

c) Electric heating

The valuation is shown below:

Starting Rent	<u>£ 1,650</u> pcm
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Less

a) Items given under a), b) and c) above	£ 200 pcm
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Open-Market Rent	£1,450 pcm
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Undue hardship

20. 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.
21. 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 they are currently unemployed and a lone parent
22. The Landlord did not respond to the Tenant's application for postponement due to hardship.
23. The threshold for demonstrating undue hardship is high. The Tenant has produced no evidence to support their submissions. Therefore the Tribunal considers that for the increase to take effect from the date in the Landlord's notice would not cause undue hardship and does not fix a later starting date.
24. The Tribunal determines the new rent amount at £1,450 per calendar month with effect from 25 June 2026 which is the date specified in the Landlord's Notice of Increase.

Decision

25. The Tribunal determines the new rent amount at £1,450 per calendar month with effect from 25 June 2026 as this is lower than the Landlord proposed rent of £1,750 per calendar month.

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 after 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.