

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/26UC/MNR/2026/0121
Property	127 Northridge Way, Hemel Hempstead, Hertfordshire HP1 2AG
Tenant	Laura Rodriguez Otero
Tenant's Representative	N/A
Landlord	Dharmen Patel
Landlord's Address	230 St. Johns Road, Hemel Hempstead, Hertfordshire HP1 1QQ
Landlord's Representative	Tina Parrott
Date of Application	21 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge A. Arul Patrick McGreal MRICS
Date of Decision	25 August 2026
Rent Determined	£1,950 per calendar month
Date the new rent takes effect	25 May 2026

REASONS FOR THE DECISION

Background

1. On 9 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988, which proposed a new rent of £2,075 per calendar month (pcm) in place of the existing rent of £1,950 pcm, to take effect from 25 May 2026. In the course of these proceedings, the Landlord then sought to withdraw the notice however the Tenant did not agree to such withdrawal so the matter proceeded to be allocated for determination.
2. On 21 May 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 25 March 2022. 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. None.

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. None.

Inspection/Hearing

8. Neither party requested an oral hearing, although the Tenant requested an inspection of the Property. This request was refused by the decision of a Legal Officer on 14 July 2026 for the reasons stated therein. 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 Property is an end of terraced two-storey house of traditional cavity brickwork under a tile covered roof construction. It appears from the photographs provided to be 60-70 years old. It offers the following accommodation:

The Property benefits from four useable rooms, a kitchen, bathroom, separate WC and a conservatory.

Outside: rear garden and two off-street car parking spaces to the front.

The Property is situated in the town of Hemel Hempstead in Hertfordshire. It is located just over half a mile from the town's mainline railway station and central amenities.

Evidence

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

The Tenant.

11. The Tenant made the following comments. They considered the proposed rent of £2,075 to be excessive and contended that the market rent was £1,600 pcm.
12. The Tenant maintained that the rental value is adversely affected by condition and made the following assertions:
- a. There were unresolved damp issues in the main bedroom and hallway which adversely affected habitability and energy efficiency of the Property.
 - b. The conservatory is not a usable room for most of the year. It is an old, uninsulated structure with broken window latches, and extreme temperature fluctuations. It is too cold to use in winter and excessively hot in summer, meaning it does not provide functional living space and should not be treated as a value-adding feature. Its construction also contributes to heat loss from the main house, increasing heating costs.
 - c. There is significant deterioration of the loft membrane, with visible daylight through the roof lining, indicating heat loss and structural deterioration. This further reduces the Property's energy efficiency and rental value.

13. In relation to rental evidence, the Tenant provided several comparables which they said supported the contended for market rent of £1,600 pcm. The comparables were as follows:
- a. Feacey Down - A 3-bedroom terraced house recently let for £1,350 pcm. This is a mid-terrace. This is no separate WC, no off-street parking. It appears to be free of defects such as mould. There were no letting particulars provided. It is situated much further north than the Property but is the nearest comparable.
 - b. Glenview Road - A 3-bedroom terraced house recently let for £1,850 pcm. This has two bathrooms and a driveway. It has a higher specification with modernised interior. There were no letting particulars provided. It is situated much further north-east than the Property but is the nearest comparable.
 - c. Hawthorn Lane - A 3-bedroom terraced house that was available for letting at £1,800 pcm. It has off-street parking but no driveway or ground floor WC. There were no letting particulars provided although the Tenant asserted that it is a similar size to the subject Property. It is situated further north than the Property.
 - d. Hillary Road - A 3-bedroom terraced house that was available for letting at £1,900 pcm. There were no letting particulars provided although the Tenant asserted that it is in a better condition than the subject Property, modernised and no structural issues. It is situated further east than the Property.

The Landlord.

- 14. In relation to the allegations concerning condition, the Landlord said that they have actively maintained the Property throughout the tenancy. They provided evidence of periodic repairs including plumbing works, boiler repairs/a replacement boiler, drainage works, bathroom works, ceiling repairs, extractor fan replacement, electrical repairs, WC repairs and other contractor attendance. They contended that this demonstrated that reported issues have been investigated and addressed and that the Property has been actively managed throughout the tenancy.
- 15. In relation to the specific issues of mould in certain rooms, the condition of the conservatory and the condition of the roofing felt, the Landlord submitted letting particulars from commencement of the tenancy in 2022, annual inspection reports and a report from a property maintenance company.
- 16. The Landlord disagreed with the Tenant's proposed rent of £1,600 pcm. However, they indicated in the Reply that they wished to withdraw the notice of rent increase and for the rent to continue at £1,950 pcm. They gave a rent history

as: £1,750 pcm from 25 March 2022; £1,800 pcm from 25 March 2023; £1,850 pcm from 25 March 2024; £1,950 pcm from 25 April 2025.

17. In relation to rental evidence, the Landlord provided several comparables, but these were very brief details. There were letting particulars of fifteen houses and one flat in Hemel Hempstead and Berkhamsted. This was a wide variety of locations, specification and size, from flats to fully detached properties.
18. The Tenant responded to the Landlord's Reply asserting that the evidence of lettings provided by them was superior and supported a market rent of £1,600 pcm. They maintained that the conservatory is not usable as living space for a significant portion of the year, thus reducing the functional size of the property and that the deterioration of roofing felt adversely affects thermal performance of the Property. The Tenant stated that the condition report commissioned by the Landlord was carried out by a contractor previously used by the Landlord, the contractor was not a damp specialist and dampness meter readings were not taken. Therefore, limited weight should be given to the report.

Determination and Valuation

19. The Tribunal firstly considered the Landlord's withdrawal of the Notice of increase and whether this impacted upon the Tribunal's ability to determine market rent. The Tribunal directed itself to Section 14(8) of the Housing Act 1988 which provides that: "... *nothing in this section requires the appropriate tribunal to continue with their determination of a rent for a dwelling-house if the landlord **and** tenant give notice in writing that they no longer require such a determination or if the tenancy has come to an end.*" [emphasis added]. The Tenant had properly commenced the application and the legislative provisions required both the Landlord and the Tenant to thereafter agree that the Tribunal is not required to make a determination. The Tenant has not consented to the withdrawal therefore the Tribunal considered that it was obliged to continue to make a determination of market rent.
20. The Tribunal then considered the issue of condition of the Property and found as follows:

Mould

21. Having regard to the colouration and location of the mould, the Tribunal is satisfied the cause of the mould is condensation staining rather than damp penetration from the exterior. The Tribunal notes from provided particulars/photographs that, in 2022, when the property was marketed for letting, there was no indication of staining to internal surfaces. The issues appear to have occurred between 2022 and 2024, whilst the Tenant was in occupation.

The Tribunal considered that condensation staining arises when water vapour within a dwelling condenses i.e. becomes a liquid. This typically occurs on the coldest surfaces such as the internal face of a wind exposed external wall. Prolonged condensing results in mould forming. The photographic evidence provided by both the Landlord and the Tenant is consistent with this. To mitigate condensation, consistent ventilation is required together with appropriate heating of rooms. The Tribunal notes paragraph 1.14.1. of the tenancy agreement, which obliges the Tenant to: “... *keep the Property adequately ventilated and make good use of extractor fans (where provided) so as to reduce the occurrence of condensation and wipe away any occurring condensation to prevent any resultant mould and damage to the Property and the Contents.*” It is not clear from the evidence of either party whether, and to what extent, this obligation has been complied with. The report commissioned by the Landlord came to the view that the issues with mould were likely caused by condensation rather than damp i.e., lack of ventilation. The fact of the experts previous involvement with the Landlord or of meter readings being taken does not undermine the evidence from the photographs pre-tenancy and presently which is consistent with condensation and not any breach of repairing obligation by the Landlord. In any event, as the Tribunal has found that the likely cause of mould is a lifestyle issue rather than a structural one, this does not impact on market rental values.

Roofing felt

22. It appears to the Tribunal from the available photographs that the roofing felt or, as the Tenant refers to it, the loft membrane, has not been replaced since construction. This is not unusual, the felt, as recognised in the report commissioned by the Landlord is a secondary defence against water penetration after the roof tiles. It is noted that there does not appear to be any water ingress to the Property from the roof. Replacing the roof felt is a significant and disruptive task usually requiring lifting the existing roof tiles and, for this reason, many property owners defer from replacing the felt until water ingress occurs. It is probable that most properties of similar age and type to the subject Property have not had the roofing felt replaced since construction. As there is no water ingress, the Tribunal does not consider this issue affects the market rental value of the Property.

Conservatory

23. The Tribunal considered the Tenant’s observation that there are heat variations in the summer and winter which make the conservatory unsuitable for use at those times. Conservatories without upgraded heating and insulation are not classified as habitable rooms. However, where they are wind and weathertight, they do provide amenity to occupiers, although this will vary according to

external conditions. The Tribunal therefore does not accept the Tenant's contention that the conservatory fails to add to the rental value of the Property.

Rental Comparators

24. The Tenant has referred to four rental comparators but has not provided any letting particulars so the information available to the Tribunal is difficult to verify. It is noted the roads in which the comparables are situated are some distance from the subject Property; at least 0.9 miles and in different localities.
25. Some of the comparators submitted by the Landlord are a little more informative but they are also in different localities to the subject Property and, as the Tenant observed, higher quality properties.
26. The comparables available to the Tribunal are therefore of very little assistance. The Tribunal was mindful that there was no dispute between the Landlord and the Tenant over a rent of £1,950 pcm for the subject Property in April 2025. This must have reflected the condensation, roofing felt and conservatory issues said to exist at the time. No evidence was provided by either party to show a change in market rents. Having regard to the conflicting comparable evidence presented by the parties, the Tribunal considers this to be the current open market rent and determines the matter accordingly.
27. Having regard to the size and location of the Property and relying on its own expert, general knowledge of rental values in the area, the limited assistance of the comparables provided by both parties, and the existing rent, the Tribunal considers that the market rental of the subject Property would be in the region of £1,950 pcm. This is the rent we would expect the Property to be let for in the open market.

Market rent

£1,950 pcm

Undue hardship

28. 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.
29. The Tenant has asked the Tribunal to fix a later starting date in this case. They assert hardship because they say that an increase in rent would cause financial strain. The Tenant did not provide any information about affordability nor evidence in support however the Tribunal noted in any event that the rent would not be increasing following its market rent determination.

30. As a result of the Tribunal's decision, the rent will not increase. The date specified in the Landlord's notice was 25 May 2026. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the new rent to take effect from the date in the Landlord's Notice would not cause undue hardship (not least as it is the same as existing) and accordingly sets the starting date for the new rent as 25 May 2026.

Decision

31. Therefore, the Tribunal determines the market rent at £1,950 per calendar month with effect from 25 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) stating the grounds upon which it is intended to rely in the appeal.