

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AT/MRA/2026/0085
Property	6 Beverley Court, Hounslow, TW4 5JJ
Tenant	Mujgan Hrouni & Waheedullah Niazi
Tenant's Representative	N/A
Landlord	Amit Gupta
Landlord's Address	26 Spitfire Avenue, Blythe Valley Park, Solihull, B90 8DA
Landlord's Representative	N/A
Date of Application	9 July 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 M Lynch
Date of Decision	1 September 2026
Rent Determined	£1,200 per calendar month
Date of Valuation	1 August 2026
Date the new rent takes effect	1 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 £1,300 per calendar month (pcm) in place of the existing rent of £1,150 pcm to take effect from 1 August 2026.
2. On 9 July 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 1 March 2023. 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. The Property was provided furnished with a bed, coffee table and sofa.

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/Inspection

8. Neither party requested an oral hearing or inspection. 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 Tenant provided photographs. The Landlord provided a floorplan, showing a total gross internal area of 357 sq ft.
10. The Property is a first floor flat, offering the following accommodation:

Property: one living room/bedroom, one kitchen, one shower room.

The Property benefits from electric heating, double glazed windows and allocated parking space.

The Property is situated in Hounslow in west London. The town centre is approximately three quarters of a mile to the east. Hounslow Central underground station is approximately one mile to the northeast and Hounslow West approximately one mile to the northwest. Hounslow mainline station is three quarters of a mile to the southeast.

Evidence

11. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant

12. The Tenant made the following comments:
 - a) The Property suffers from damp and mould.
 - b) There is no proper heating and it is freezing in winter.
 - c) The washing machine is broken and the Landlord has not repaired or replaced it.
 - d) There is a dispute over a plumbing issue.
 - e) There is a gap around a window which allows cold air to enter the Property.
13. The Tenant provided the following comparables:
 - a) Brabazon Road – a unit on the market for £1,000 pcm. No details of the property were clear from the screenshot provided.
 - b) Grove Road – a 205 sq ft studio on the market for £1,200 pcm.
 - c) Maswell Park Road – a 129 sq ft studio to rent for £950 pcm.
 - d) Kingsley Road – a studio on the market for £1,150 pcm.
 - e) Spring Grove Road – a studio on the market for £1,050 pcm.

14. The Tenant confirmed their opinion that the market rent is £1,050 pcm.

The Landlord

15. The Landlord made the following comments:
- a) The drainage issue was caused by throwing unwanted food, cooking oil, rice and paper in the sink (confirmation from attending plumber attached).
 - b) When mould concerns were raised, mould prevention guidance was provided and the Tenant asked to provide photographs, videos and availability for inspection – this information was not supplied.
 - c) The Property was refurbished prior to the Tenant taking occupation in 2023.
16. The following comparables were provided by the Landlord:
- a) Hanworth Road – a 269 sq ft studio on the market for £1,275 pcm.
 - b) Nelson Road – a studio on the market for £1,250 pcm.
 - c) Lampton Road – a studio on the market for £1,250 pcm.
 - d) Staines Road – a 322 sq ft studio on the market for £1,275 pcm.
 - e) Hanworth Road – a studio on the market for £1,300 pcm.
 - f) High Street – a studio on the market for £1,300 pcm.
 - g) Chapel Road – a studio on the market for £1,350 pcm.
 - h) Staines Road – a 333 sq ft studio on the market for £1,350 pcm.

Determination and Valuation

17. The comparables provided by the Tenant appeared to be smaller than the Property and did not have separate kitchens. All except b) were located over a mile from the Property. The Tribunal prefers evidence of similar properties within close proximity to the Property.
18. For the same reason the Tribunal placed little weight on comparable c) provided by the Landlord which is situated over a mile from the Property.
19. 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 modernised and in good order would be in the order of £1,300 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 the comparable properties.

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

- a) The condition of the Property, which the photographs showed was tired and in need of redecoration.

21. The full valuation is shown below:

Starting Rent	<u>£1,300</u> pcm
<i>Less</i>	
Condition	£100
Open-Market Rent	£1,200 pcm

Undue hardship

- 22. 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.
- 23. 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 financially they cannot afford it. No supporting evidence was provided.
- 24. The Landlord did not respond to the Tenant's application for postponement due to hardship.
- 25. As a result of our decision the rent will increase by £50 per month. On the basis that no supporting evidence was supplied by the Tenant, the Tribunal considers that undue hardship has not been demonstrated and does not fix a later starting date.

Decision

- 26. The Tribunal determines the new rent amount at £1,200 per calendar month with effect from 1 September 2026 as this is lower than the proposed rent of 1,300 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 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.