

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AJ/MNR/2026/0126
Property	5 Welland Gardens, Western Avenue, Perivale, West London UB6 8SZ
Tenant	Abdelkrim Boutiche & Samia Boutiche
Tenant's Representative	N/A
Landlord	Syed Shujaat Ali and Syed Minhaj Ali
Landlord's Address	2 Welland Gardens, Perivale, West London UB6 8SZ
Landlord's Representative	Mr Lakhani AKL Solicitors
Date of Application	18 February 2026
Type of Application	Determination of an Open-Market Rent under sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr A Parkinson MRICS Mr M Lynch
Date of Decision	11 September 2026
Rent Determined	£2,200.00 per calendar month
Date of Valuation	21 February 2026
Date the new rent takes effect	21 February 2026

REASONS FOR THE DECISION

Background

1. On 13 January 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,200.00 per calendar month (pcm) in place of the existing rent of £1,600.00 pcm to take effect from 21 February 2026.
2. On 18 February 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 an open-market rent.
3. The original tenancy commenced on 13 July 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.

Service Charges or furniture provided by the Landlord (other than carpets, curtains, and white goods specified below) and the costs relating to the same.

5. There are no service charges for which the Tenant is liable.
6. The furniture and white goods provided by the Landlord include a sofa, wardrobe, table, fridge and cooker.

Liability for Council Tax

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

Hearing

8. A hearing was held on 09 September 2026 at 1.00pm by video platform. The hearing was attended by Mr Lakhani (Landlord's Representative). The Tenant did not attend the hearing but the Tribunal is satisfied that the Tenant was notified of the hearing.

9. At the hearing Mr Lakhani confirmed that the Property is a three-bedroom semi-detached house with 2 bathrooms, central heating, and double glazing. The property also benefits from a garden and garage.
10. Mr Lakhani stated that the comparable evidence provided with the Landlord's Reply Form (Rents 1A) dated 01 April 2026 demonstrates that the proposed rent is justified.
11. The Tribunal has considered this case on the basis of the brief oral hearing, the papers provided by the Tenant (with its Rents 1 Form dated 16 February 2026) and the papers provided by the Landlord (with its 'Landlord's Reply Form' (Rents 1A Form) dated 01 April 2026) and its own knowledge and specialist expertise.

The Property

12. The Property is a semi-detached house offering the following accommodation:

Living room, dining room, kitchen, two bathrooms and three bedrooms

Outside: Garden and garage.

The Property benefits from central heating and double glazing.

The Property is situated in Perivale and has good access to public transport and local shops and amenities.

Evidence

13. The parties completed the relevant MR1 (tenant) and MR2 (landlord) with supporting evidence. The Tenant did not submit a response to the Landlord's MR2 form.

The Tenant

14. The Tenant made the following comments:

- a) The Tenant confirmed that they had provided a copy of their tenancy agreement and the landlord's notice of increase.
- b) The rent was increased dramatically and it is beyond what I can afford.
- c) In terms of financial hardship, I am on low income and Universal Credit and I have expressed I cannot afford any rent increases.
- d) The market rent payable should be £1,600 to £1,900.

15. The Tenant did not provide any comparable rental evidence to support their case.

The Landlord

16. The Landlord made the following comments:

- a) The tenant has not given any reasons except to say he cannot afford the new rent.

17. The Landlord provided comparable evidence in the form of Right Move links to a range of rental listings in UB6 with asking rents ranging from £2,200 pcm to £3,600 pcm. All listings are for four-bedroom houses within the UB6 postcode. The Tribunal acknowledges that the Property is a three-bedroom property.

Determination and Valuation

18. 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 date 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 and this only relates to the rent start date rather than the market rent amount.

19. Relying on its own expertise and general knowledge of rental values in the area, and taking into account the comparables provided by the Landlord, the Tribunal considers that the market rent of the subject Property would be in the order of £2,200 pcm. This is the rent the Tribunal would expect the property to let for in the open market at the valuation date.

Open-Market Rent

£2,200.00 pcm

Undue hardship

20. The new rent takes effect from the date specified in the Landlord's notice 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 it 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 on a low income and universal credit and cannot afford any rent increases.

22. The threshold for demonstrating undue hardship is high. The Tenant has not produced any evidence to support their submissions or financial situation. On the basis of the lack of evidence provided, the Tribunal considers that for the increase to take effect from the date specified in the Landlord's notice would not cause undue hardship and does not fix a later starting date.
23. The Tribunal determines the new rent amount at £2,200 per calendar month with effect from 21 February 2026 which is the date specified in the Landlord's Notice of Increase.

Decision

24. The Tribunal determines the new rent amount at £2,200 per calendar month with effect from 21 February 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 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.