

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	CAM/00MD/MNR/2026/0106
Property	162 St. Pauls Avenue, Slough SL2 5ER
Tenant	Sajid Mahmood
Tenant's Representative	N/A
Landlord	Inam Ul-Haq
Landlord's Address	164 St. Pauls Avenue, Slough SL2 5ER
Landlord's Representative	Robert Jones of counsel
Date of Application	6 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge A. Arul Dr. Janet Wilcox FRICS
Date of Decision	9 September 2026
Rent Determined	£1,845 per calendar month
Date the new rent takes effect	10 May 2026

REASONS FOR THE DECISION

Background

1. On 30 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,000 per calendar month (pcm) in place of the existing rent of £1,500 pcm, to take effect from 10 May 2026.
2. On 6 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 written assured tenancy commenced on 10 March 2024 although both parties have confirmed that successive tenancies have existed since around 10 March 2020. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985 (absent written terms).

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. A hearing took place on 9 September 2026 via CVP, at the Tenant's request. The Tenant did subsequently (on 26 August 2026) request a paper determination, but this request was refused by a legal officer. Neither party requested an inspection of the Property and the Tribunal considered that an inspection was not required given the available documentary evidence submitted.

9. The Tenant attended the hearing in-person and was assisted by a Tribunal approved interpreter, Ms Seema Abbas, who interpreted throughout the hearing in the Urdu language. The Landlord attended the hearing and was represented by Mr Robert Jones of counsel.
10. The Tribunal identified at the start of the hearing that it had received, through the case officers, a single pack of documents running to 316 pages comprising the MR1 application, MR2 response, MR3 reply and various other documents such as photographs. Included within this bundle were documents relating to proceedings between the parties in the County Court. The Tribunal also had a second pack running to 74 pages, most of which was included within the initial pack. This included an application to strike out the MR3 form and/or evidence submitted after the relevant deadline had passed and, in the alternative, an application to admit the Reply and Defence to Counterclaim submitted by the Landlord in the County Court proceedings together with its exhibits. There were also two videos submitted by the Tenant showing parts of the Property.
11. The Tribunal noted that the issues before the County Court appeared to relate to a claim for possession, damages for alleged disrepair and compensation for alleged breaches of the tenancy deposit registration requirements. It was clarified by the Landlord that those proceedings were ongoing and no order for possession had been made against the Tenant, who remained in occupation of the Property. The Tribunal highlighted that it had no jurisdiction to determine the matters before the County Court and its sole function was to determine the market rent. Insofar as there were allegations of disrepair, the Tribunal could not determine fault but could only consider the current condition of the Property for the purposes of determining the market rent.
12. Mr Jones confirmed that the application for strike out was pursued. The procedural directions required that the MR3 form be filed with the Tribunal and a copy served on the Landlord. Both were to take place on or before 23 June 2026. The Tribunal noted correspondence on its file suggesting that the Tenant had filed the MR3 and supporting documents (largely photographs of the Property) on 23 June 2026 (the photographs appear to have been emailed on 22 June 2026) but had not served these on the Landlord. The case officer provided these to the Landlord on 4 August 2026, only after his solicitors made enquiries about whether the MR3 had been filed. Mr Jones submitted that there was prejudice to the Landlord in permitting these documents to be admitted into evidence late. The Landlord could not, for example, know in advance solely from the photographs what the Tenant was alleging and had had far less time to prepare than the procedural directions had envisaged (i.e., from 4 August 2026 rather than 23 June 2026 to the hearing day on 9 September 2026). In response to the suggestion that the Tenant could explain the photographs at the hearing, Mr

Jones submitted that this would be unfair because the Landlord would have had no advance notice and would have to respond on the spot. Mr Jones submitted that the Reply and Defence to Counterclaim, and its exhibits, should be admitted into evidence if we were to allow the (late) MR3. This would be fair as it gave the Landlord's answer to the core allegations.

13. The Tenant's reply to the application was to maintain that he should be permitted to rely upon his MR3 form. He explained that he did not send a copy to the Landlord because he believed (albeit incorrectly) that filing a copy with the Tribunal was all that was required.
14. The Tribunal adjourned briefly to consider the request for strike out and a short oral judgment was given confirming the decision to admit the (late) MR3 form and its enclosures as well as the additional documents from the Landlord. The Tribunal's view was that there was a genuine error by the Tenant in complying with the procedural directions, and this was not a flagrant disregard as the documents had been prepared and filed; just not served. The Tribunal was aware that the Landlord had less time to prepare, however there was no significant prejudice given that the Landlord had still had over a month to consider the MR3 form and its enclosures and was professionally represented. In addition, the documents were largely photographs, of which it was in most cases apparent what they depicted. To the extent that this was not apparent, the Tenant could be asked to explain what they purported to show. The Tenant would be limited to submissions on condition, as opposed to wider issues of conduct or fault. The documents were evidence and there was no requirement to fully explain evidence in advance of a hearing in any event. On this basis the Tribunal took the view that it was in the interests of justice to admit the Tenant's documents and the balance of fairness fell in favour of doing so. To mitigate any prejudice, the Tenant would be restricted from extensive commentary on the photographs and, further, the Landlord's documents, including condition reports, would be admitted into evidence.
15. The Tribunal went on to hear submissions from the Tenant and the Landlord which, broadly speaking, related to the comparables presented on both sides and to the allegations about the condition of the Property. These are discussed together with the Tribunal's findings below.
16. The Tribunal has considered this case on the basis of the papers provided by the parties, the oral submissions made at the hearing and its own knowledge and specialist expertise.

The Property

17. The Property is a semi-detached house of traditional brick and tile construction offering the following accommodation:

3 bedrooms, 2 living rooms, 1 kitchen, 1 bathroom, 1 conservatory/lean which includes a WC.

The Property benefits from front driveway parking and a rear garden, accessible through a rear internal door. It is of note that there is a side garage with an area of hardstanding in front of it. The use of this is excluded from the tenancy.

The Property is situated in the Slough area. It appears to be situated about a mile from Slough overground railway station.

Evidence

18. The Tenant submitted an application form and the Landlord returned the required response form. There was a reply from the Tenant. As set out earlier in this decision, the Tenant's reply was filed with the Tribunal on time but not sent to the Respondent at the time, however the Tribunal decided to allow it into evidence.

The Tenant.

19. The Tenant made the following comments:
20. The Tenant challenged the proposed rent increase from £1,500 pcm to £2,000 pcm, asserting that this was excessive and would amount to a 33% increase. The Tenant contended for a rent of £1,700 pcm.
21. The Tenant made several assertions regarding the condition of the Property, which he said affects market value. These were principally: electrical issues including disconnected sockets and reliance on extension leads; water leaks; ceiling collapse; blocked bathroom sink; slug infestation; defective guttering; worn carpets; damp and mould beneath kitchen flooring.
22. The Tenant noted that, in the possession proceedings, the Landlord relied at one stage on extensive repairs and rewiring but later relied on a desire to move back into the Property. This, it was argued, was inconsistent.
23. The Tenant made several assertions regarding loss of amenity. These were principally: restricted side access; reduced use of garden facilities; Landlord or relatives using garage and side driveway for commercial use (disruptively or impacting on privacy). The Tenant also said that the Landlord had refused permission to install an electric vehicle charging point, meaning that he incurred

significantly greater cost charging his vehicle elsewhere. This caused financial loss, noting his occupation as a taxi driver.

24. There were some complaints raised about condition and loss of amenity by the Tenant. He said that the conservatory is not genuinely usable living accommodation due to odours. The rear reception room cannot be fully enjoyed. The side access has been blocked (although he confirmed that garden access was available via an internal rear door). The garage and adjoining area are unavailable and used for vehicle-related activities.
25. In terms of rental evidence, the Tenant provided comparables of two properties, which he said were advertised at the time he submitted his application as being available for let with asking rents between £1,500 pcm and £1,700 pcm. They were, he said, in the same postcode area and in better condition.
 - a. Marescroft Road, Slough SL2 - £1,600 pcm - 3-bedroom terraced house.
 - b. Mill Street, Slough SL2 - £1,750 pcm - 3-bedroom property.
26. Full particulars of these properties were not provided, only basic information and some images could be seen on the screenshots given, but the Tenant said that both have larger kitchens and looked 'clean and neat'. In relation to the Landlord's comparables (summarised below), he said that they looked spacious and clean (Northborough Road), had a large kitchen and was clean (Farm Crescent). This, he said, was the reason for the higher asking rents for those properties.

The Landlord.

27. The Landlord's response form disagreed with the Tribunal's assessment of the market rent. The Landlord maintained that the proposed rent of £2,000 pcm was the correct open market rent.
28. In relation to condition, the Landlord stated that the Property had been maintained throughout the tenancy, examples being: a new boiler installed; new windows fitted; new bathroom flooring fitted; new taps installed. The issues raised by the Tenant have either been resolved or access was refused for contractors. In essence, the Landlord's position was that most works had now been completed so should not be considered when assessing market rent. For example, the EICR condition report noted no significant issues and the living room power socket was capped off. The bathroom sink, toilet seat and flush, bathroom lino had been repaired. Treatments had been administered on 22 December 2025 and 12 August 2026 for the slug infestation. The Landlord denied evidence of a problem with damp and mould, the photographs showed

the lino lifted which inevitably would not be a pleasant sight. There was no evidence of why guttering would require repair or replacement; in any event, the roof was replaced prior to the tenancy and the guttering was replaced at the same time. The Landlord accepted that there was no recent decoration but said this would have a marginal impact on rents. The kitchen has not been updated and the carpets were worn, but Tenant was responsible for cleaning. The Landlord emphasised in submissions that the side area was not part of the demise, there was some commercial use of the garage, but the complaint of privacy related to the kitchen where one would not necessarily expect privacy.

29. In relation to the rent, the Landlord said that the Property is larger and better equipped than described by the Tenant. It includes three bedrooms, two receptions and a conservatory (although it was conceded in submissions that this might be regarded as a small room). It has a front driveway and private rear garden. The Tenant has full access to the garden and the main driveway. The Property is within walking distance to Slough Station with good transport links (Elizabeth Line and GWR) and numerous schools within close proximity.
30. There were comparables provided by the Landlord.
 - a. Northborough Road, Slough SL2 - £2,400 pcm - 3-bedroom semi-detached house. It was emphasised that this property does not have a conservatory and has only one bathroom and no downstairs toilet. It is 1.2 miles from station so less convenient than the Property.
 - b. Farm Crescent, Slough SL2 - £2,050 pcm – 3-bedroom house. One reception although the Landlord noted this being advertised as large. This property was further from the station.
 - c. Hatton Avenue, Slough SL2 - £2,000 pcm – 3-bedroom terraced house. One reception and a conservatory. This property was further from the station.
31. In relation to the Tenant comparables, the Landlord said that Marescroft Road was an end of terrace (not semi-detached) property and the number of reception rooms or bathrooms was unclear. Mill Street did not appear to include a garden and did not appear to have the same overall amenity. It was also apparent from the photographs that it was a less sizeable property. The Landlord also observed that the location of both properties in relation to transport links was unclear.

Determination and Valuation

32. The Tribunal considered the condition of the Property. The Tribunal was satisfied that the issues with the bathroom sink, bathroom lino, toilet and electrical condition (save for capping of sockets) had been resolved by the time

of the notice of increase so were not relevant to market rental values. The Tribunal considered that there would be a modest amenity reduction in non-use of a plug socket in a living room.

33. The Tribunal was satisfied that steps were being taken to address the slug infestation. There was no evidence of this being prolific, the Tribunal was shown a handful of photographs, each showing one slug with no evidence of frequency. In the Tribunal's view, it is unlikely that a routine issue which is being actively addressed would impact on market rental value.
34. The Tribunal was not satisfied that there was any significant evidence of damp and mould in the Property. Lifting the lino would commonly show dirt and some condensation but there was no evidence of a wider issue.
35. The Tribunal was also not satisfied that there was evidence of a problem with the guttering or why require repair or replacement was said to be necessary. The Tribunal considered that it would be the Tenant's responsibility to ensure gutters were sufficiently clear of debris. In any event, blocked gutters were unlikely in themselves to impact upon market rental values.
36. The Tribunal took the view from the photographs it was shown, and concession made by the Landlord, that the kitchen, carpets and general decorative condition of the Property were worn. The Tribunal did not take account cleanliness as this would be a Tenant responsibility and one would expect marketing of the Property on the open market for let to be undertaken in a manner which presented it in a reasonably favourable light including cleanliness.
37. The Tribunal considered that the side area and garage were not part of the demise. The arrangement would not materially impact on market rents as it can reasonably be assured that the extent of the demise would be made clear in marketing materials and on viewings. The Tenant has not proven that there was more than limited commercial use and must have had an expectation that there would be some disruption from the coming and going of other vehicles in land being used immediately adjacent to the house which he was letting.
38. The Tribunal considered that the terraced properties which were referred to were not directly comparable to a semi-detached house. All of the comparables were of limited assistance without the floor sizes being available. The Tribunal took the view that Farm Crescent was the closest comparable to the Property, however there were some differences. It is not known whether that property is a terraced or semi-detached, although it appears to be terraced. It has one reception but is stated to be large, with a large diner. It has two bathrooms rather one bathroom and a WC. The rental value is advertised as including Wi-Fi costs.

39. Relying on its own expert, general knowledge of rental values in the area, and the limited information on comparables provided by the parties, the Tribunal considered that the market rental value of the subject Property if let in good condition would be in the order of £2,050 pcm. The Tribunal considered it appropriate to apply a 10% reduction to reflect the general condition of the Property, in particular its poor decorative state, the condition of the carpets and some minor issues with amenity such as non-use of a plug socket in the living room and poor finish of pipe work repairs in the toilet. In its current condition, a 10% discount should apply meaning a current market rent of £1,845 pcm.

Market rent

£1,845 pcm

Undue hardship

40. 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.
41. The Tenant asked the Tribunal to fix a later starting date. He said he had limited income and had existing debts and loans. He has four dependent children. He also said that he was incurring additional electric vehicle charging costs (due to the Landlord's refusal to allow a charging point to be installed). He submitted some bank statements in support of his request. The Landlord denied that there was evidence of hardship and submitted that there was nothing exceptional in what the Tenant had said.
42. The Tribunal noted that the bank statements did not appear to be complete as they did not appear to include the type of payments one would expect for family groceries. It may well be that there are other bank accounts, but these were not submitted. The Tribunal noted that the Tenant appears to have slipped into using an overdraft facility only when direct debits come out at the start of the month; the remainder of the month having a modest credit balance. There is a significant overdraft facility of £4,000 available, albeit at high interest rates. It was not clear whether the recourse to the overdraft was occurring every month. The Tribunal took the view that there was not enough from one bank statement to say that there would be undue hardship from a rent increase to the sum determined in this decision. There was nothing to show that the Tenant could not afford to pay the higher rent and the use of an overdraft facility for part of a month was not uncommon and not in itself evidence of hardship.
43. The Tribunal noted that a rent increase is rarely welcomed by a tenant and that it is required to look for hardship which is 'undue'. There was insufficient

evidence of this. The Tribunal therefore concluded that undue hardship was not proven.

44. As a result of the Tribunal's decision, the rent will increase from £1,500 pcm to £1,845 pcm, meaning an increase for the Tenant of £345 pcm. The date specified in the Landlord's notice of increase was 10 May 2026. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's notice of increase would not cause undue hardship and accordingly sets the starting date for the new rent as 10 May 2026.

Decision

45. Therefore, the Tribunal determines the market rent at £1,845 per calendar month with effect from 10 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.