

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AT/MNR/2026/0174
Property	9 Stanworth Court, Church Road, TW5 0LB
Tenant	Harminder Toor
Tenant's Representative	N/A
Landlord	Karan Chadha
Landlord's Address	65 Peascroft Road, Hemel Hempstead, Hertfordshire, HP3 8ER
Landlord's Representative	N/A
Date of Application	26 March 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 Mrs P Ogunfeibo
Date of Decision	28 September 2026
Rent Determined	£1,525.00 per calendar month
Date of Valuation	28 March 2026
Date the new rent takes effect	28 March 2026

REASONS FOR THE DECISION

Background

1. On 26 February 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,525.00 per calendar month (pcm) in place of the existing rent of £1,275.00 pcm to take effect from 28 March 2026.
2. On 26 March 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 31 January 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 property was let unfurnished.

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 15 September 2026 at 2.00pm by video platform. The hearing was attended by Ms Toor (Tenant) and Ms Chadha (Landlord).
9. At the hearing Ms Toor and Ms Chadha highlighted the relevant evidence and submissions in support of their respective positions.
10. The Tenant stated that there are issues with the Landlord supplied fridge and the boiler and there is no parking available with the property.

11. The Landlord stated that she is not aware of any current maintenance issues and that after the rent increase notice of 26 February 2026, the Tenant raised minor maintenance issues and contacted Hounslow Council. As a result, the Council issued a list of repairs. The Landlord states all works were completed and the Council closed the case.
12. The Landlord stated that the property was fully renovated immediately before tenancy began in 2022 including a new bathroom, kitchen, boiler, appliances, flooring, extractor fans and full redecoration.
13. The Landlord stated that parking is available for residents at the front of the property.
14. The Landlord stated that the current rent of £1,275 pcm is significantly below market value and has remained unchanged for over four years. Based on agent advice, neighbouring rents and Zoopla listings, she stated that she believes the fair market rent is £1,600–£1,700 pcm or higher, making her proposed increase to £1,525 pcm reasonable.
15. The Landlord stated that she previously stated that she would keep the rent at £1,275 until the Tenant moves out but as the Tenant is still living in the property she would like the tribunal to proceed to determine the market rent.
16. The Tenant said that she previously accepted that she would pay £1,450 subject the mould being resolved.
17. The Tribunal has considered this case on the basis of the video hearing, the evidence and submissions provided by the parties and its own knowledge and specialist expertise.

The Property

18. The Property is a first floor flat offering the following accommodation:

Living room, kitchen, bathroom and two bedrooms.

Outside: Communal garden.

The Property benefits from central heating and double glazing and wooden flooring.

The Property is situated in Heston with good access to public transport and local shops and amenities.

Evidence

19. The parties completed the relevant MR1 (tenant) and MR2 (landlord) with supporting evidence.

The Tenant

20. The Tenant made the following comments:

- a) The notice of increase is not legally valid because my official name is Harminder Toor-Kashyap. There is a mistake on the form which shows first rent increase from 11th February 2003. I was not in Stanworth Court since 2003.
- b) I had to fix the panels in the bathroom as they were moving, fix fixtures and doors, paid for pest control, paid for dehumidifiers, paid for broadband to be fitted, paid for mould spray, used mould spray.
- c) The local rents for 2 bedroom flats when I proposed the rent of 1400 to the Landlord were 1425 for a furnished 2 bedroom flat in February 2026. The other residents at Stanworth court pay from 1475 for fully furnished, mould/damp free flats, with garages and parking spaces included. My landlord took away the parking space in the new contract and I was never given a garage. I had to fit all the fixtures when I moved in and paid above the asking rate of £1250. The landlord first proposed 1600, going up every year to £1750. I asked them for a reasonable rise as last year they had asked for £50 rise. They wanted £1525. I asked for £1400. We agreed on £1450 once the mould and damp was dealt with.
- d) The landlord has carried out two repairs in the last two years. Replacing of a extractor fan after a year of complaints of mould and damp due to the failure of the original one. Replacing the shower pipe and kitchen faucet. The mould and damp and the property has been ignored. I complained about my parking space which was in my last contract and in the new one it was simply removed. I had agreed to the previous raise of £50 a year but it was never implemented. I have asked for information of my deposit scheme and have been ignored. I have been facing a lot of intimidation with the letting agents ignoring requests of repair, sending people to my door without notice and I still allowed them in for no work being completed. I am happy to pay the agreed rent on £1450 as long as the landlord fixes the mould and the floor boards and deals with the pests. I have a young child who was sick whilst I was allowing men in to do work and doing my best to communicate, the landlord has ignored me for years. This was a nice flat and rent should reflect the state of the property. I hope my parking spot is returned the rubbish dealt with and the mice/mold eradicated. I understand Market rent has rocketed now.

At the time of our negotiations it was lower which is why the landlord agreed to £1450.

- e) A hearing is needed because the landlord has used intimidation to raise the rent. Threatening to evict me if I did not agree to the raised rent. Despite us both agreeing to £1450. I needed it in writing as I am on Universal Credit. This was never given. I have informed the landlord as I have no contract but they £1275 i will continue to pay said rate. Until they fix the mould/mice and return my parking spot it is extremely unfair. My son has been ill, I've been dealing with his health and despite an agreement I fear eviction.
- f) A rent increase will cause hardship as I am a single mother and dealing with mental health issues and a young son who has gastric issues. The landlord is aware If I am evicted I have no where else to go. I need a contract to show Universal Credit the rent raise and the landlord, despite agreeing to £1450 has not provided me with one. Instead I have been threatened with eviction.
- g) The Tenant provided photos of the interior and exterior of the property.
- h) The Tenant provided screen shots of four Right Move rental listings with asking rents ranging from £1,400 pcm to £1,458 pcm. All listings are for two-bedroom flats.

The Landlord

21. The Landlord made the following comments:

- a) The current rent of £1,275 pcm is significantly below market value and has remained unchanged for over four years. Based on agent advice, neighbour evidence, and Zoopla listings, the fair market rent is around £1,600–£1,700 pcm or higher, making the proposed increase to £1,525 pcm reasonable. She highlighted the property's full renovation in 2022, good condition, and completed repairs following a Council inspection.
22. The Landlord provided comparable evidence in the form of property portal rental listings with asking rents ranging from £1,500 pcm to £2,000 pcm. All listings are for two-bedroom flats within the TW5 postcode.

Determination and Valuation

23. The Tenant has raised a concern regarding the validity of the Landlord's notice of increase. As the date of the notice is prior to 1 May 2026, if the Tenant wishes to challenge the validity of the Landlord's notice (Form 4) proposing the new rent they must make an application to the County Court.

24. 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.
25. Relying on its own expertise and general knowledge of rental values in the area, and taking into account the comparables provided by the Landlord and Tenant, the Tribunal considers that the market rent of the subject Property would be in the order of £1,525 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

£1,525.00 pcm

Undue hardship

26. The new rent takes effect from the date 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 of determination.
27. 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 a single mother dealing with mental health issues and a young son with gastric issues.
28. The threshold for demonstrating undue hardship is high. The Tenant has produced limited evidence to support their submissions. On the basis of the evidence provided, 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.
29. The Tribunal determines the new rent amount at £1,525.00 per calendar month with effect from 28 March 2026.

Decision

30. The Tribunal determines the new rent amount at £1,525 per calendar month with effect from 28 March 2026 which is the date specified in the Landlord's Notice of Increase.

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.