	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AQ/MNR/2026/0467
Property	74 Reynolds Drive Edgware. HA8 5PY
Tenant	Hafid El Barhmi & Maria Salmi
Tenant's Representative	N/A
Landlord	Harakchand Haria & Nirmala Haria
Landlord's Address	c/o 43 South Parade, Mollison Way, Edgware, London, HA8 5QL
Landlord's Representative	Ashley Martin & Co
Date of Application	1 June 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr D Jagger MRICS Mr T Leppard
Date of Decision	14 October 2026
Rent Determined	£2,100 per calendar month
Date the new rent takes effect	25 June 2026

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REASONS FOR THE DECISION

Background

1. On 28 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,250 per calendar month in place of the existing rent of £1,900 per calendar month to take effect from 25 June 2026. This being an increase of £350 which equates to approximately 24%.

2. On the 1 June 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 most recent tenancy is an assured shorthold tenancy granted to the Tenant by an agreement dated 25 February 2025, A copy of the agreement was included within the bundle of evidence. The rental period is monthly, for a term of 12 months at the current passing rent of £1,900. Therefore, this is an assured periodic agreement. There were three previous agreements which commenced on the 25 February 2022.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

5. The Tenant is responsible for internal decoration and for some minor repairs.

Services Charges or furniture provided by Landlord

6. Service charges are not payable by the Tenant for the Property.

7. The property was let unfurnished.

8. The rent is exclusive of any charges for utilities

Liability for Council Tax

9. 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.

10. None

Inspection/Hearing

11. The Tenant requested a hearing which was accepted by the Tribunal. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

12. The Tenant requested an inspection of the property to fully investigate the the condition of the house. On the 7 July 2026, this request was refused by the Tribunal stating that while the condition of the property is a relevant factor which may impact upon the market rent, the photographs are sufficient to make the Tribunal determination without the need of an inspection. The Tribunal will therefore determine the market rent on the evidence submitted before it and its own expert knowledge.

The Hearing

13. A CVP hearing took place at 10.00 on the 14 October 2026. On the Landlord's side, this was attended by Mr Harakchand Haria and his son . The Tenants Hafid El Barhmi & Maria Salmi were in attendance.

14. The Tribunal set out the parameters of the hearing and confirmed it had read the papers and it is the Tribunal's task to determine a market rent based upon the evidence provided by the parties.

The Tenant's Submissions

15. The property has been subject to longstanding maintenance issues reported to the Landlord.

16. There are persistent damp and mould issues to the property.

17. The carpets and worn and dated

18. The extractor fan in the kitchen is defective.

19. Some of the window units are defective and suffering from mould.

20. In recent years, the Landlord has not carried out any maintenance to property.

21. There have been consistent issues with the gas central heating system.

22. The driveway leading to the garage is overgrown with trees and scrubs.

23. For these reasons a rental value of £2,000 is considered appropriate.

The Landlord's Submissions

24. The property has a EPC certificate

25. There is a valid Gas Safety Certificate for the property.

26. The comparable evidence for rental values for similar properties in superior condition in the area is approximately £2,350 per month. Therefore, an adjustment has been made for condition. Although, such comparable evidence was not provided by the Landlord to the Tribunal.

27. The mould to the internal walls is the cause of condensation and not rising or penetrating damp. This is a lifestyle issue and the property should be ventilated. A contractor instructed by the Landlord redecorated the walls with mould in March 2026.

28. The Landlord offered to replace the carpets, but access was denied. The Landlord has done their very best to address maintenance issues raised by the Tenant.

The Property

29. The property is an extended 1930's built mid terrace house with render elevations under a pitched and tiled roof.

30. The accommodation comprises: three bedrooms, living room, kitchen, bathroom. The windows are double glazed gas central heating and floor coverings. There is a garage with driveway and an enclosed rear garden. The property has an EPC Rating of D which is average and a stated floor area of 82m2.

31. The Property is located in an established residential area, convenient to local amenities and Queensbury underground station.

Evidence

32. The parties provided written statements together with helpful photographs. The parties did not produce any comparable evidence.

Determination and Valuation

33. Section 14 of the Housing Act 1988 requires the Tribunal to determine the rent at which it considers the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy, on the terms of the subject tenancy other than as to rent, and disregarding the matters set out in section 14(2). Those disregards include any effect on the rent attributable to the fact that the Tenants are sitting tenants, and any increase in value attributable to a relevant improvement carried out by the Tenant.

Determination and Valuation

34. Relying on its own expert, general knowledge of rental values in the Edgware area the Tribunal considers that the market rental of the subject property modernised and in good condition would be in the order of £2,300 per month. This is the rent we would expect the property to let for in the open market including having white goods and floor coverings provided by the Landlord.

    From this level of rent, the Tribunal has made adjustments in relation to the matters raised by the Tenant as above.

35. The Tribunal has considered very carefully this information and using its own expertise considers that a deduction of £275 should be applied in order to take account of the of the above matters. It should be noted that this figure cannot be a simple arithmetical calculation and is not based upon capital costs but is the Tribunal's estimate of the amount by which the rent would need to be reduced to attract a tenant.

    The full valuation is shown below:

Starting Rent	£2,300 pm
Less	

a) Items given under 15)-19) above £200

Market rent £2,100 pcm

Undue hardship

36. 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.

37. The Tenant has stated that the proposed rent increase would cause undue hardship. The Tenant states that such an increase would place a significant strain on finances. On the basis of the evidence supplied by the tenant, the Tribunal considers that there is not sufficient evidence to show this will not cause undue hardship and accordingly sets the starting date for the new rent as 25 June 2026.

Decision

36. Therefore, the Tribunal determines the market rent at £2,100 per calendar month with effect from 25 June 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.