	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**CAM/00MD/MRA/2026/0022**
Property	**41 Bantry Road, Slough, SL1 5FD**
Tenant	**Khaled Hegazy** **Abeer Elkashef**
Tenant's Representative	**N/A**
Landlord	**Aruna Nayan** **Nayan Kale**
Landlord's Address	**c/o Simmons & Son, 306 Farnham Road, Slough, SL1 4XL**
Landlord's Representative	**Simmons & Son**
Date of Application	**08 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Banks** **Tribunal Member Dr Jan Wilcox FRICS**
Date of Decision	**9 October 2026**
Rent Determined	**£2,000 per calendar month**
Date the new rent takes effect	**11 October 2026**

REASONS FOR THE DECISION

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Background

1. On 12 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,000 per calendar month(pcm) in place of the existing rent of £1,900 pcm to take effect from 12 July 2026.

2. On 8 July 2026, under Section 14 (A3) of the Housing Act 1988, the Tenants referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.

3. The tenancy commenced on 11 December 2018. 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 Landlord (other than carpets and curtains and white goods specified below) and the costs relating to the same.

5. None

Liability for Council Tax

6. The Tenants are 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

Hearing

8. A hearing was held on 9 October 2026 by video platform. In attendance was Mr Hegazy on behalf of both Tenants and Mr Kale, the Landlord. The Tribunal has considered this case on the basis of an oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is a terraced house, offering the following accommodation:

Property: 4 bedrooms, 3 bathrooms, downstairs wc, kitchen and one reception room

Outside: Rear garden and garage

The Property benefits from gas central heating, double glazing, integrated hob and oven, washing machine, fridge freezer and dishwasher. The Landlord also supplied curtains and blinds.

The Property is situated in Slough close to local amenities, a train station and a large Asda store.

Evidence

10. The parties completed the relevant MR1 (tenants), MR2 (landlord) and MR3 (tenants' reply).

The Tenants

11. The Tenants proposed a market rent of £1,850 per month**,** contending that the Landlord's proposed rent of £2,000 per month failed to reflect the Property's condition. They stated that throughout their eight-year tenancy the Property had been affected by ongoing repair and maintenance issues, including repeated boiler and hot water failures, which required numerous contractor visits but were not permanently resolved.

12. The Tenants submitted that they had reported defects promptly and cooperated with access for repair works. They also stated that they had undertaken certain improvements at their own expense, including replacing a badly damaged bedroom carpet with laminate flooring after requests for replacement were not acted upon. The Tenants invited the Tribunal to take the overall condition of the Property and the history of repair issues into account when determining the market rent,and indicated that they would provide supporting evidence including photographs, invoices and correspondence with the Landlord's letting agent. Unfortunately, no evidence of the cost of these remedial works was provided to the Tribunal.

13. In his oral submissions, Mr Hegazy confirmed that he had not provided any comparable rental evidence. He explained that he had not appreciated that comparable evidence would be required and accepted that he had not produced alternative market evidence for the Tribunal's consideration. The Tenants' case in relation to rent was therefore based principally upon his contention that the condition of the Property adversely affected its rental value.

14. The Tenant gave evidence concerning a number of defects and maintenance issues which he said had persisted for a considerable period. He stated that carpets within the Property had become worn and damaged and that, despite reporting the matter to the Landlord, no replacement had been undertaken. He stated that he had eventually replaced some flooring himself, including laying laminate flooring in place of carpet. The Tenant also referred to defective blinds which he said had existed since the commencement of the tenancy and which he had repaired at his own expense.

15. The Tenant further gave evidence concerning the condition of the bathrooms. He stated that various fixtures and fittings had deteriorated over time, including shower fittings and handles which had become rusted. He also referred to deteriorated sealant and water ingress around bathroom areas. The Tenant maintained that these matters contributed to a general deterioration in the presentation and condition of the Property.

16. The Tenant's principal complaint related to a roof leak which occurred following a storm in February 2022. He stated that water had entered the Property and caused damage over a prolonged period. The Tenant's evidence was that the issue was not fully resolved until June 2023. He also referred to dampness within parts of the Property which he attributed to defects in the roof structure rather than to any act or omission on his part.

17. The Tenant additionally referred to a leaning boundary fence, recurring boiler problems, and a defective letterbox which he said had remained unresolved for a number of years despite repeated reports to the managing agents. He maintained that these issues demonstrated a pattern of delayed maintenance and repair throughout the tenancy.

18. In support of his position, the Tenant relied upon the inspection report dated July 2025. He submitted that the report identified a number of outstanding matters including issues relating to the letterbox, blinds, sealant, water ingress and damage to carpets and bathroom areas. The Tenant contended that the report corroborated his evidence that various defects remained present at the Property.

19. The Tenant accepted that he was not opposed to a rent increase in principle. However, he submitted that the proposed rent failed to reflect the actual condition of the Property and the extent of the maintenance issues which he said had existed over a number of years. He maintained that a prospective tenant in the open market would take such matters into account when assessing the rent which they would be prepared to pay.

20. The Tenant did not provide any comparable rental evidence. Whilst the Tenant contended that the market rent should be £1,850 per calendar month, that figure was not supported by evidence of comparable properties advertised or let in the

locality. The Tribunal therefore derived limited assistance from the figure proposed by the Tenant and placed greater weight on the available market evidence and its own expertise.

The Landlord

21. The Landlord disputed the Tenant's account of the Property's condition, maintenance history and alleged failures by the Landlord. The Landlord contended that the Tenant had undertaken unauthorised alterations by removing fitted bedroom carpets and installing laminate flooring without the Landlord's prior written consent, contrary to the terms of the tenancy agreement. It was submitted that this constituted a breach of the tenancy rather than evidence of a maintenance failing by the Landlord. The Landlord further stated that, following this breach, the managing agents offered the Tenant a mutual surrender of the tenancy without penalty on 16 July 2026, which the Tenant declined on 21 July 2026.

22. In relation to repairs and maintenance, the Landlord maintained that all reported boiler and hot water issues had been attended to by qualified contractors and that the heating system was fully operational. Reliance was also placed on an independent property inspection dated 11 July 2026, which was said to confirm that the overall condition and structural integrity of the Property were satisfactory.

23. The Landlord also raised concerns regarding the Tenant's occupation of the Property, asserting that an additional unauthorised refrigerator had been installed in the kitchen, restricting airflow and contributing to condensation risks. Reference was also made to previous warnings concerning kitchen overcrowding and estate parking compliance, which it was said had not been remedied.

24. As to rental value, the Landlord contended that the proposed rent of £2,000 per month represented a fair market rent for a four-bedroom, two-bathroom terraced townhouse with a garage and private garden. The Landlord relied upon a market appraisal guide prepared by Simmons & Son, which identified local comparable properties achieving rents between £2,000 and £2,500 per month, including properties on Daylesford Grove (£2,200 pcm), Mathecombe Road (£2,000 pcm), Kenbury Drive (£2,350 pcm) and Spring Cottages, Cippenham Lane (£2,500 pcm). The Landlord further submitted that the existing rent of £1,900 per month, fixed in September 2024, and the proposed increase of £100 per month represented only a modest adjustment that remained within the range of rents being achieved for comparable properties in the local area.

25. In his oral submissions the Landlord relied upon the market appraisal and comparable evidence contained within the bundle. He submitted that the evidence demonstrated that comparable family houses within the locality were

generally being marketed at rents in excess of £2,000 per calendar month. Whilst accepting that none of the comparables was identical to the subject Property, he maintained that they were sufficiently comparable in terms of location, accommodation and character to provide a reliable indication of market rent.

26. The Landlord submitted that the proposed increase from £1,900 per calendar month to £2,000 per calendar month was modest when considered against prevailing market conditions. He stated that there had been relatively few increases during the tenancy and contended that the proposed rent remained below the rental levels indicated by comparable properties.

27. The Landlord disputed the Tenant's characterisation of the condition of the Property. He stated that the Property was professionally managed through a letting agent and that contractors were instructed whenever issues were reported. In particular, he disputed the Tenant's account of the roof leak, maintaining that the substantive repairs were completed promptly and that the Tenant had overstated the period during which the issue remained unresolved.

28. In relation to other matters raised by the Tenant, the Landlord accepted that some items, including the carpets, were aging and might benefit from replacement. However, he maintained that the Property remained generally well maintained and that many of the matters relied upon by the Tenant amounted to ordinary wear and tear rather than defects materially affecting rental value. He described the Property as a modern and spacious four-bedroom house with three bathrooms, a separate WC, a garage and garden, and submitted that its overall condition remained consistent with the rent proposed.

29. The following comparables were provided by the Landlord by way of a Best Price Guide:

    a) Nine Acres – 2 properties at £2,500 pcm. 4 bed detached house both with large driveways and a garage.
    b) Kenbury Drive - £2,350 – 4 bed semi-detached house
    c) Daylesford Grove - £2,200 – 4 bed detached house
    d) Mathecombe Road - £2,000 – similar property but with parking in front of the house.

Determination and Valuation

30. 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 beginning of the new period 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.

31. The Tribunal has considered all of the evidence before it, including matters not expressly referred to in these reasons, and has given such weight to that evidence as it considers appropriate.

32. The Tenant submitted that the rent proposed by the Landlord exceeded the market rent but did not provide any comparable rental evidence to support the figure advanced. Whilst the Tribunal has taken the Tenant's submissions into account, it derived limited assistance from the Tenant's assessment in the absence of supporting market evidence.

33. The Landlord provided details of a number of comparable properties. The Tribunal notes that the evidence was subject to limitations. In particular, floorplans and dimensions were not available and therefore it was not possible to undertake a detailed comparison of the size and layout of the comparable properties with the subject Property. The Tribunal therefore approached the comparable evidence with appropriate caution.

34. Of the comparables provided, the Tribunal found the property at Mathecombe Road to be the most useful comparator. That property appeared to be broadly similar in location and accommodation and was marketed at £2,000 per calendar month. Whilst there were differences between the properties and the available information was limited, the Tribunal considered that property to provide the best indication of the likely market rent of the subject Property.

35. The remaining comparables generally achieved higher rents but appeared to offer superior accommodation, parking provision, plot size and/or overall specification. The Tribunal therefore attached less weight to those properties when assessing the market rent of the subject Property.

Condition of the Property

36. The Tenant relied upon a number of complaints concerning the condition of the Property and submitted that those matters justified a lower rent. The Tribunal carefully considered the documentary evidence, photographs and the parties' submissions relating to these issues.

37. The Tribunal accepts that certain repair and maintenance issues arose during the tenancy. However, the evidence demonstrated that issues reported to the Landlord were investigated and remedied within a reasonable period. The Tribunal was satisfied that the Landlord had responded appropriately to reported defects and had undertaken such works as were necessary.

38. The Tribunal also noted that a number of matters relied upon by the Tenant fell within the Tenant's repairing and maintenance obligations under the tenancy agreement whereby the Tenant is required to '*Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenantable condition, repair and decorative order …'*. The Tribunal therefore did not consider those matters to justify any reduction in the market rent.

39. Having reviewed the photographic evidence, the Tribunal found that the Property was, as at the valuation date, in a good state of repair and decorative condition. Whilst minor issues had arisen during the tenancy, the Tribunal was not satisfied that they were of such significance as to adversely affect the rental value of the Property on the open market.

40. Accordingly, the Tribunal made no deduction from its assessment of market rent in respect of the condition of the Property.

Determination

41. The Tribunal has considered all the evidence before it, whether or not specifically referred to in these reasons, and has attached such weight to that evidence as it considers appropriate.

42. In determining the market rent, the Tribunal has relied upon its own knowledge and experience of the local rental market together with the comparable evidence provided by the Landlord. The Tribunal derived limited assistance from the Tenant's proposed rent, as no comparable evidence was provided in support of that figure.

43. The Tribunal attached greatest weight to the comparable property at Mathecombe Road, which appeared to be the closest available comparator and was marketed at £2,000 per calendar month. Whilst the Tribunal recognised the limitations of the comparable evidence, particularly the absence of dimensions and floorplans, it was nevertheless satisfied that the evidence provided a reliable indication of the rent which the Property might reasonably be expected to achieve on the open market.

44. The Tribunal further concluded that no adjustment should be made to reflect the condition of the Property. The Property was found to be in a good state of repair and condition at the valuation date and the Tribunal was satisfied that issues raised by the Tenant had either been addressed by the Landlord within a reasonable time or fell within the Tenant's own obligations under the tenancy agreement.

45. Taking all relevant matters into account, the Tribunal determines that the rent at which the Property might reasonably be expected to be let in the open market under an assured tenancy is £2,000 per calendar month.

Open-Market Rent **£ 2,000 pcm**

Undue hardship

46. 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.

47. The Tenant has requested that the Tribunal fix a later commencement date for the rent determined in this case. The Tenant submits that they would suffer financial hardship if required to pay any increase from the date specified in the notice. In particular, the Tenant states that, should the Tribunal's determination be made several months after that date, they may become liable for a substantial backdated sum which they would find difficult to meet as a lump-sum payment. The Tenant therefore asks the Tribunal to take these matters into account when considering the effective date of any determined rent.

48. The Tribunal rejects that application for two reasons. First, the Tenant's submission proceeds on the basis that any rent increase would take effect from the date specified in the Landlord's notice and that, if the Tribunal's determination were made several months later, a substantial backdated liability would arise. That premise is incorrect. Pursuant to the statutory provisions governing the Tribunal's determination, the rent determined by the Tribunal takes effect from the beginning of the first new period of the tenancy commencing on or after the date of the Tribunal's determination. Accordingly, there is no risk of the Tenant becoming liable for a backdated increase covering the period prior to the Tribunal's decision. Secondly, the Tenant has provided no evidence of their financial circumstances. In particular, the Tribunal has not been provided with any information regarding the Tenant's income, outgoings, assets, liabilities or other matters which would enable the Tribunal to assess the extent of any alleged hardship. In those circumstances, the Tribunal is not satisfied that the Tenant would suffer undue hardship and declines to direct a later commencement date.

49. The Tribunal determines the new rent amount at £2,000 per calendar month with effect from 11 October 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

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.