	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**CAM/26UE/MRA/2026/0044**
Property	**71 Kensington Way, Borehamwood, WD6 1LQ**
Tenant	**Molly Mars-Maschkowski**
Tenant's Representative	**None**
Landlord	**Balbeer Singh**
Landlord's Address	**9 Kensington Way, Borehamwood, WD6 1LH,**
Landlord's Representative	**None**
Date of Application	**27 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Alice Holtom** **Patrick McGreal MRICS**
Date of Decision	**16 October 2026**
Rent Determined	**£2,150 per calendar month**
Date of Valuation	**3 August 2026**
Date the new rent takes effect	**3 November 2026**

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REASONS FOR THE DECISION

Background

1. On 31 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2,200 per calendar month (pcm) in place of the existing rent of £2,000 pcm to take effect from 3 August 2026.

2. On 27 July 2026, under Section 14 (A3) 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 notice of increase states that the Tenant first took occupation of the Property on 3 March 2023. A further fixed-term tenancy agreement as provided by the Tenant commenced on 3 March 2025 at a rent of £2,000 pcm. Following the legislative reforms which took effect on 1 May 2026, the tenancy became a monthly periodic tenancy. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

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

Services 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 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.

Hearing

8. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is a three-bedroom two storey end of terrace house forming part of a housing estate dating from the 1990s, offering the following accommodation:

   Property: Lounge/diner, kitchen, three bedrooms, two bathrooms (one ensuite), cloakroom and conservatory.

   Outside: Garden, off street parking spaces and garage.

   The Property is situated around 1½ miles from Elstree and Borehamwood mainline railway station and the amenities of the town centre and a short drive from junction 23 of the M25.

Evidence

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

The Tenant

11. The Tenant made the following comments:

    a) They have carried out the following repairs and renewals
        i. Renewal of a toilet seat
        ii. Replacement of toilet flush
        iii. Replacement of shower and faucet
        iv. Replacement of extractor fan
        v. Repair of airing cupboard door
        vi. Treatment of mould to bathroom.

    b) There is persistent mould beneath the kitchen sink. The Landlord replaced the silicone seal behind the kitchen sink to prevent water leaking into the cupboard and the Tenant accepted in their reply that the leak was attended to. However, the Tenant maintained that the area continues to be affected by mould.

    c) The garage door has been inoperative throughout the tenancy. It can be used via a side door from

d) The bathroom has suffered from recurring mould and leaks throughout the tenancy. The visible mould inside the bathroom has recently been treated and repainted, but this has also been done previously, and the mould has repeatedly returned. The bathroom light fittings also show signs of deterioration consistent with prolonged exposure to moisture.

e) The Landlord gave the Tenant written assurance by *WhatsApp* on 3 February 2025 that there would be no further rent increase for two years and the Tenant agreed to a renewal of the Tenancy in reliance upon that assurance.

f) The house is small for a three-bedroom house with an area of 65m².

12. The Tenant provided the following comparables:

a) Bray Close. Three-bedroom house with one bathroom marketed at £2,000 pcm in May 2026.

b) Brook Road. Three-bedroom semi-detached house marketed at £2,000 pcm in August 2026.

c) Drayton Road. Three-bedroom semi-detached house with one bathroom marketed at £2,000 pcm in July 2026

d) Byron Avenue. Three-bedroom, one-bathroom terraced 1960s house marketed July 2026 at £2,000 pcm.

e) Cranes Way. Three-bedroom house with one bathroom marketed at £2,000 pcm in May 2026.

f) Nicoll Way. Three-bedroom house marketed at £2,000 pcm in June 2026.

The Landlord

13. The Landlord made the following comments:

a) Current listings for 3-bed terraced houses in Borehamwood WD6 show rents between £2,200 and £2,500 pcm and stated that £2,200 pcm is within the correct market band.

b) The tenant's repair issues set out above are contested.
    i. WC seats are consumable items and not structural defects.

ii. A loose flush handle and a subsequent broken handle were reported. The Landlord attended and effected repairs.
iii. The Tenant reported a dripping faucet; The Landlord arranged a plumber. The tenant chose to replace items herself before the landlord's contractor could attend.
iv. The extractor fan was working at the start of the tenancy. When the Tenant later reported noise, the landlord attended and arranged for repair. The Tenant chose to replace it herself without waiting for the contractor to attend. The Landlord subsequently reminded the Tenant not to execute work to the property without his consent in accordance with the terms of the tenancy. It was agreed to adjust the rent to compensate the Tenant for the cost of her work.
v. The Landlord attended the Tenant's report of the defective airing cupboard door, but the Tenant effected its repair before the Landlord could arrange a contractor to do so.
vi. Moisture issues beneath the kitchen sink were first reported in 2023. The Landlord attended and arranged for a leak to be repaired. The repair included replacement of silicone behind the sink.
vii. In relation to bathroom mould, before the tenancy commenced the Landlord treated the bathroom with damp seal, dried it, and repainted. The alleged mould is based on condensation
viii. The extractor fan is functioning, but the Tenant frequently kept the fan switched off. The Tenant's photographs show condensation rather than mould.
ix. The Landlord had resided at the property for five years without mould issues.

c) The Landlord provided many pages of message exchanges between himself and the Tenant concerning repair issues. He also produced copies of payments made for maintenance works. Delays occurred only due to tenant availability or tenant refusal of access or tenant postponing appointments.

d) The front garage door does not open. The tenant has never requested a full replacement. The landlord arranged for a builder to inspect the door and was advised it is possible but expensive. The tenant did not request further action. The tenant has full use of the garage for storage purposes.

e) With regard to the rent not being increased for two years from February 2025 this was a general reassurance, not a contractual guarantee. A

disproportionate number of maintenance works were difficult to cover from the existing rent.

f) The property's area excluding the conservatory is 87m². The conservatory provides an additional 18m². A *Zoopla* screenshot was produced evidencing the 87m².

g) The Tenant's comparables are not direct comparables because they differ in size, and/or lack one or more of the following premium features:
    i. a conservatory
    ii. garage
    iii. second bathroom
    iv. downstairs toilet
    v. second receipt room
    vi. off street parking.
    vii. Private garden
    viii. Hive heating

14. The following comparables and comments were provided by the Landlord:

a) Whitehouse Avenue. A three-bedroom end of terrace house marketed in July 2026 for £2,250 pcm. This property does not have a conservatory, garage or a second bathroom.

b) Berwick Road. A three-bedroom terrace house being marketed in July 2026 at £2,250 pcm. It lacks a conservatory, has only one bathroom and no garage.

c) Ely Gardens. A three-bedroom semi-detached house being marketed in July 2026 at £2,400 pcm to be let furnished. It has one less bathroom than the subject and does not have a conservatory.

d) Cardinal Avenue. A property with a single bathroom, no garage, conservatory or downstairs WC. It was being marketed in July 2026 for £2,300 pcm.

e) Cardinal Avenue. A detached three-bedroom house with a single bathroom, a garage but no conservatory or downstairs WC. It was being marketed in July 2026 for £2,400 pcm.

f) 53 Horizon Place a three-bedroom house that let for £2,095 pcm in November 2024. The Landlord provided no details but the Landlord stated that it had no conservatory or garage.

g) Croft Court a two-bedroom house that let for £1,800 pcm in August 2025. The Landlord stated that it had no conservatory or garage.

Determination and Valuation

15. 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.

16. The Tenant has asked the Tribunal to take into account the condition and maintenance history of the property and the repairs and replacements they have carried out. Historic issues relating to the tenancy are not taken into account.

17. The Tribunal accepts that the Tenant carried out certain repairs and replacements during the tenancy, including replacement of an extractor fan and repairs to an airing cupboard door. The circumstances in which those works were undertaken are disputed. However, whether those works arose from landlord default or were undertaken voluntarily is not material to the assessment of the current market rent. Any improvements or alterations carried out by the Tenant fall to be disregarded when determining the rent at which the Property might reasonably be expected to let on the open market.

18. The Tenant relies upon communications exchanged with the Landlord before entering into the fixed-term tenancy agreement commencing on 3 March 2025 and submits that she did not expect the rent to increase during that period. However, the Tribunal's function in the present proceedings is to determine the open-market rent in accordance with sections 13 and 14 of the Housing Act 1988. The existence of those communications does not affect the Tribunal's assessment of the rent at which the Property might reasonably be expected to let on the open market.

19. The Tribunal is satisfied that the statutory requirements for service of the section 13 notice were met. The notice was served on 31 May 2026 proposing a new rent from 3 August 2026. The Tenant does not challenge the validity of the notice and the Tribunal is satisfied that the Landlord was entitled to invoke the statutory rent review process.

20. The parties disagree as to the floor area of the property. The Tenant states that the property measures approximately 65m² but provided no evidence to support that figure. The Landlord relies upon evidence indicating that the principal dwelling measures approximately 87m², with the conservatory providing additional accommodation. The Tribunal gives limited weight to the Tenant's estimate and prefers the Landlord's evidence which, in the experience of the

Tribunal, is more consistent with the accommodation shown in the tenancy agreement, photographs and other material before it.

21. The Tribunal has considered the evidence from the Landlord and the Tenant regarding the current condition of the property. The photographs provided by the Tenant do indicate that the light fittings in the bathroom are corroded from moisture/condensation and there remains some mould under the kitchen unit. Both parties acknowledge that the front garage door does not function properly and that the garage is therefore primarily suitable for storage rather than vehicle parking. However, the photographs supplied by the Tenant show the property to be in an overall good decorative condition and state of repair.

22. The Tenant relies upon photographs showing condensation after ventilation measures had been installed. The Tribunal notes that the presence of condensation of the type shown in the photographs would not, of itself, demonstrate inadequate ventilation, as such condensation may be present immediately after bathing or showering notwithstanding the existence of adequate ventilation. As the circumstances in which the photographs were taken are unknown, the Tribunal is unable to draw any firm conclusion regarding the adequacy of the ventilation arrangements from the photographs alone.

23. The Tribunal therefore finds that, whilst there are some matters affecting condition and amenity, particularly the non-functioning front garage door, residual mould beneath the kitchen sink and evidence of moisture affecting bathroom fittings, the property remains in generally good decorative condition and state of repair. These matters do not justify any substantial reduction from the market level otherwise indicated by the comparable evidence.

24. Both parties have provided very limited details about their comparables; just the front page of marketing particulars. In many cases the Tribunal does not know the full extent of accommodation, the specification, the floor area or if there are outbuildings. With the exception of two properties referred to by the Landlord, the comparables are all asking-price evidence rather than evidence of rents actually achieved. The Landlord has referred to two rents said to have been achieved but has provided very limited details of the properties concerned. One property although close to the subject Property has only two bedrooms and the other letting is almost two years old.

25. A number of the Landlord comparables are situated in locations that appear superior in transport terms, particularly by reason of proximity to the railway station. Others are of uncertain specification or provide insufficient information for detailed analysis. The comparables nevertheless indicate that asking rents above £2,200 pcm are being sought for broadly similar family housing within the wider Borehamwood market albeit not necessarily in the same locality.

26. The Tenant's comparables consistently indicate asking rents of approximately £2,000 pcm for three-bedroom houses in Borehamwood. Whilst none is directly comparable in all respects, the Tribunal accepts that they provide some indication of the market range. The subject Property however, benefits from features not clearly present in those comparables, including a second bathroom, downstairs WC, conservatory, off-street parking and garage accommodation, albeit the utility of the garage is reduced because the front garage door is not operational. The Tribunal considers that these additional features would increase the market rent of the Property.

27. The Tribunal attaches only limited weight to the majority of the comparables relied upon by either party because the information provided is incomplete. In many instances the Tribunal does not know the floor area, precise accommodation, condition, specification or whether the property actually let at the advertised rent. Whilst the Landlord suggests that their comparables do not have additional amenities such as a garage, conservatory or WC, this is unclear because such detail would not necessarily be apparent from the limited *Rightmove* summary provided by the Landlord and may instead appear within the full particulars, photographs or floorplan which have not been supplied. For example, Nichol Way has a driveway for two cars which whilst not specified within the *Rightmove* summary, is an additional amenity which is evident from the photograph supplied. Nevertheless, the evidence provides a useful general indication of the range of rental values for three-bedroom houses within the locality and must be considered together with the Tribunal's own expertise and knowledge of the local market.

28. Drawing together all of the available evidence, the Tribunal concludes that the market rent for the subject property lies above the level contended for by the Tenant, but below that proposed by the Landlord. The Tribunal has therefore exercised its judgment by weighing the limited comparable evidence against the property's accommodation, location, condition and amenities and by applying its own knowledge and experience of rental values within the locality. Having regard to all of these matters, the Tribunal determines the open-market rent at £2,150 pcm.

Undue hardship

29. 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.

30. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says that the increase would cause undue hardship because she is a single mother of three children, works part time and is in receipt of Universal Credit. After payment of rent and essential household expenditure, including food, utilities, clothing and the needs of her children, the Tenant states that little, if any, disposable income remains. An increase in rent from £2,000 to £2,200 per month would place the family under significant financial strain and is simply beyond what the Tenant can afford. The Tenant asked the Tribunal to delay the date from which the rent increase takes effect until the date of the Tribunal's decision.

31. The Landlord stated that an affordability assessment was undertaken through *OpenRent* in 2023 and that the Tenant provided evidence of an annual income of approximately £85,000 at that time. The Landlord also says that the Tenant indicated that she had other financial resources available to assist with the payment of rent.

32. The Tenant acknowledged that at the commencement of the Tenancy she had an income as assessed by *OpenRent* but that her circumstances had since changed and the verified income at the time, did not reflect her current financial circumstances.

33. The threshold for demonstrating undue hardship is high. The Tenant has produced evidence of current earnings and Universal Credit entitlement. However, no evidence has been provided of the household's overall expenditure or financial commitments. Whilst the Tribunal accepts that any rent increase may create financial pressure, the evidence before it falls short of establishing undue hardship within the meaning of the legislation.

34. On the basis of the evidence provided, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.

35. The Tribunal determines the new rent amount at £2,150 per calendar month with effect from 3 November 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

Decision

36. The Tribunal determines the new rent amount at £2,150 per calendar month with effect from 3 November 2026 as this is lower than the proposed rent of £2,200 per calendar month.

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.