	**FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)**
Case Reference	**CAM/26UG/MRA/2026/0069**
Property	**41 Piggottshill Lane, Harpenden, Hertfordshire AL5 1LT**
Tenant	**Muhammad Humzah Kahn (1) Taiyaba Zeria (2)**
Tenant's Representative	**Muhammad Humzah Kahn**
Landlord	**Kuljit Singh Basi (1) Yuki Ikegoumi (2)**
Landlord's Address	**Hollyhedge, Copmans Wick, Rickmansworth, Hertfordshire WD3 5JW**
Landlord's Representative	**Ashtons Estate Agents**
Date of Application	**7 August 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge D Brandler Patrick McGreal MRICS**
Date of Decision	**22 October 2026**
Rent Determined	**£1,650 per calendar month**
Date the new rent takes effect	**7 November 2026**

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REASONS FOR THE DECISION

Background

1. On 7 August 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,700 per calendar month (pcm) in place of the existing rent of £1,600 pcm to take effect from 7 October 2026.

2. On 7 August 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 tenancy commenced on 7 August 2024 at a rent of £1,500 pcm. The rent was increased to £1,600 pcm on 7 August 2025. 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 curtain 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. 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 ground floor flat in a two storey 1960s building of traditional brick and tile construction. With double glazed windows, central heating and laminate flooring throughout.

Accommodation: Open-plan lounge/kitchen/diner, two bedrooms, and one bathroom.

Outside: Use of garden with section of garden for the sole use of the property, and a garage within nearby compound and off-street parking. Floor area 56.3m^2.

White goods: Included within the tenancy
Council Tax Water and Service Charge: met by the tenant so not part of the rent but tenant contributes to hedge cutting.

The Property is situated on the fringe of Harpenden (a commuter town) and over a mile from the town's railway station and slightly further from the amenities of the town centre.

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) There have been past and ongoing mould (also referred to as damp) to rooms as a result of condensation.
b) The tenants have made efforts to manage the problem through cleaning, heating and ventilation but the mould repeatedly returned.
c) There was no visible damp or mould when the property was viewed prior to letting. However, they did complain of severe mould in the bedrooms and bathroom within weeks of moving in. They report that the landlord commissioned a professional inspection and measures including additional ventilation/trickle vents, and improved extractor fan and provision of dehumidification equipment were recommended.

d) The condensation issue is exacerbated by the cooking hob's extractor fan which is discharging internally rather than externally.
e) In order to try to address the condensation issue it is necessary to heat to a higher level than would otherwise be the case thus resulting in high energy usage costs.
f) As a result of the condition of the garage and its lack of security and protection from the elements it cannot be used for parking or indeed weather proofed storage.
g) The garden is communal and not exclusive
h) The proposed rent of £1,700 pcm is excessive and market evidence suggests a rent of £1,500-£1,600 pcm is appropriate.
i) Photographs showing mould in the property and the condition of the garage were submitted.

12. The Tenant provided the following comparables:

a) Station Road. Two-bedroom first floor flat in a two storey inter-war house of traditional brick/tile construction. Similar layout to subject property. Floor area 42.6m². Close to railway station. Being marketed in August 2026 at £1,200 pcm. Not known if let and if it did, at what rent.
b) Poets Court. Two-bedroom first floor flat in a three-storey modern building of brick/tile construction. Similar layout to subject property. Floor area 52.2m². Close to railway station. Being marketed in August 2026 at £1,600 pcm for a furnished letting. Not known if let and if it did, at what rent.
c) Sherwoods Rise. Two-bedroom first floor flat in a two storey inter-war house of traditional brick/tile construction. Similar layout to subject property. Floor area 45.7m². In close proximity to subject property. Being marketed in August 2026 at £1,550 pcm. Not known if it let and if it did, at what rent.

The Landlord

13. The Landlord made the following comments:

a) The open market rent is £1,700 pcm
b) Clause 2.4.10 of the tenancy requires the tenant *to take all reasonable precautions by heating and ventilating to prevent damage occurring to any pipes or other installation in the premises that may be caused by frost, condensation and mould growth.*
c) Clause 2.4.14 of the tenancy requires the tenant *to take all reasonable precautions to prevent condensation by keeping the Premises adequately ventilated and heated and if any condensation occurs to mop up any water promptly to prevent mould growth.*

d) The Energy Performance Certificate for the property was produced in evidence showing the property having good performance in heating and window terms.
e) A condition survey of the property prior to letting was submitted showing no mould growth in the property.
f) A report from a damp specialist was submitted this was carried out in October 2024. The report did not find any damp as such but did find condensation and made the following recommendation *"Installation of trickle vents on the windows will help with ventilation. There are two small dehumidifier units in use. We recommend these should be replaced with a larger unit where the target Relative Humidity % (50%) can be set"*.
g) The landlord produced evidence to show he acted on the recommendation and installed trickle vents and a larger dehumidifier.
h) A schedule of maintenance works with invoices was submitted.
i) The garden is divided into four (one quarter for each of the four occupiers) and the subject property's area is fenced off so effectively it is private.
j) The tenant has not reported the need for any repairs to the garage and the photographs show items stored therein.

14. The following comparables were provided by the Landlord:

a) A *Best Price Guide* that purports to provide comparable property information selected by *Ashtons* (the landlord's agent) to help establish **the best** market price. This contains very brief details of a dozen two-bedroom flats in the Harpenden area that were marketed between January and August 2026. The rents quoted therein were asking rents. It is not known what actual rents the properties achieved if indeed they were let. The quoted rents range from £1,600 pcm and £1,750 pcm. It is noted eight of the properties were being marketed at £1,650 pcm or less.
b) Carlton Road. Two-bedroom first and second floor maisonette in a three-storey Victorian house of traditional brick/tile construction. Floor area unknown. Close to railway station. Being marketed in May 2026 at £1,700 pcm. Not known if it let and if it did, at what rent.
c) Balfour Court. Two-bedroom first floor flat in a three-storey modern block of traditional brick/tile construction. Similar layout to subject property. With a garage in a compound and a communal garden. Floor area 51m^2. Close to railway station. Being marketed in April 2026 at £1,650 pcm. Not known if it let and if it did, at what rent.
d) Balfour Court. Two-bedroom first floor flat in a three-storey modern block of traditional brick/tile construction. Similar layout to subject property. With a garage in a compound and a communal garden. Floor

area 59.3m². Close to railway station. Being marketed in July 2026 at £1,650 pcm. Not known if it let and if it did, at what rent.

e) Station Road. Two-bedroom first and second floor maisonette in a three-storey Victorian building with retail to the ground floor. Floor area unknown. Close to railway station. Being marketed in August 2026 at £1,700 pcm having just been refurbished. Not known if it let and if it did, at what rent.

The Tenant

15. The Tenants' counter-representations are as follows:

(a) The landlord's Best Price Guide has an average of £1,662.50 and a median of £1,650, while the four detailed comparables have an average of £1,662.50 and a median of £1,675. Both sets therefore cluster below the £1,700 sought.
(b) A limited number of items are stored in the garage most have to be covered or wrapped in plastic/bin bags because of the poor conditions. Unprotected items have developed mould growth and staining and the garage is affected by water ingress/leaking and moisture. This substantially limits its usefulness for normal storage.
(c) The kitchen cooker hood recirculates unit moisture. Cooking, showering and similar activities are ordinary household activities.
(d) Accepts that there is a fenced area associated with the subject property however, the level of privacy and exclusive control is materially less than that of a conventional private garden. The upstairs resident's utility meter is located within the fenced area. The garden is accessed by tradesmen without notice being given to the tenants.

Determination and Valuation

16. Relying on its own expertise and general knowledge of rental values in the area, the comparables provided by the Landlord/the Tenant, the Tribunal makes the following findings:-

17. Mould: The photographic evidence clearly shows the property suffers from mould and the Tribunal is satisfied this has been caused by condensation. Condensation is caused by moisture generated by occupation and is not an issue for vacant properties. Dealing with this is a joint responsibility of the landlord and tenant. Having been notified of the mould issue the Tribunal notes the landlord commissioned an investigative survey and acted on the report's recommendations. The Tribunal also notes the Energy Performance Certificate's assessment of the heating and windows to the property as being good. The Tribunal therefore considers the landlord has taken reasonable actions to mitigate the condensation/mould issue. It also notes the tenants' contractual obligations to ventilate and to wipe up any condensation to mitigate

condensation. On balance, the Tribunal does not consider it appropriate to reduce the rent on account of this issue.

18. The garden: The facts indicate the garden allocated to the property whilst not being exclusive is the full sense has much greater exclusivity and amenity than a conventional communal garden and adds to the value of the property.

19. The garage: It is accepted the condition of the garage is such that it cannot reasonably be used for parking. The photographic evidence shows the garage is used for low value storage. Overall, the Tribunal finds the garage in its present condition is only of nominal value in rental terms.

20. Comparables: Both parties' comparables relate to marketing rather than actual rents and the Tribunal is mindful that the two may differ. Almost all the comparables are located much closer to the railway station than the subject property. In a commuter town the Tribunal usually finds the closer a property is to the railway station the greater its rental value. However, the Tribunal considers there are other prospective tenants that may find living on the edge of the town by countryside but still a little over a mile from the station preferable to a more central location.

21. The nearest comparable provided by the parties in distance terms to the subject property is in Sherwoods Rise that was being marketed at £1,550 pcm. That property is some 10m² smaller than the subject. It does not have garage but does have use of a communal garden. Although close to the subject property, it is in a more built-up area.

Determination:

22. The current rent of £1,600 pcm was agreed by the parties in August 2025. The tenants have not demonstrated that rents have fallen since then.

23. The best guide is lettings of similar properties in accommodation, spatial and locational terms. As previously mentioned, none of the comparables submitted are in a similar location to the subject although the Sherwoods Rise one is the nearest in distance terms. The subject property is 20% larger, has a better garden provision and a garage but of limited value. Using that property as a baseline indicates a market rent of £1,650 pcm at 7 October 2026. Such a rent is underpinned by the landlord's Balfour Court comparisons, one of which is larger and a one smaller than the subject.

24. The Tribunal determines the market rent of the subject Property is £1,650 pcm.

Undue hardship

12. 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.

13. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says he will be caused undue hardship because an increase to £1,700 pcm would place additional pressure on the household finances alongside existing essential household costs. They report the property has a higher ongoing energy requirement associated with managing condensation and damp due to the regular dehumidification and heating. This would therefore create financial difficulty for the household and ask the Tribunal to take this into account. No documentary evidence has been provided.

14. The Landlord did not respond to the Tenant's application for postponement due to hardship.

15. As a result of our decision the rent will increase by £50 per month. In the absence of any documentary evidence of income/outgoings, and given the increase is less than proposed, the Tribunal considers that for the increase to take effect from 7 November 2026 would not cause undue hardship and does not fix a later starting date.

Decision

16. The Tribunal determines the new rent amount at £1,650 per calendar month with effect from 7 November 2026 as this is lower than the proposed rent of £1,700 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 of the issue of this statement of reasons (rule 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.