	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/OOAM/MNR/2026/0176
Property	7 Oulton Close, Hackney, London, E5 9PQ
Tenant	Claire Quinn
Tenant's Representative	None
Landlord	Milkha Singh
Landlord's Address	22 Flempton Road Leyton London E10 7NH
Landlord's Representative	Vik Singh
Date of Application	7 April 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS W Gibbs
Date of Decision	23 October 2026
Rent Determined	£2400.00 per calendar month
Date of Valuation	9 April 2026

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Date the new rent takes effect	23 October 2026

REASONS FOR THE DECISION

Background

1. On 12 February 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2850.00 per calendar month (pcm) in place of the existing rent of £2150.00 pcm to take effect from 9 April 2026.

2. On 7 April 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 9 May 2022, expiring 9 May 2024. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

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

Liability for Council Tax and Utilities

5. The Tenant is responsible for the payment of Council Tax and utilities in respect of the Property. The rent determined is exclusive of Council Tax and utilities.

Hearing

6. 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

7. The Property is a terraced house comprising; a kitchen, living room, two bathrooms (shower), one double bedroom, and one single bedroom, a "box room" and one WC. The tenant provides dimensions within their application. There is a yard and a garden.

8. The Tenant stated that two wardrobes were included in the rent.

Evidence

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

The Tenant

10. The Tenant made the following comments:

    a) The Tenant within their application form considered £2400.00 pcm was the correct level.

    b) The Tenant contends the Landlord's reasoning for seeking £2850.00 pcm was incorrectly on the basis that the property was a three bedroom. The tenant notes chronic mice infestations, property lacking modern insulation, that the heating is inadequate and that there is no heating in the kitchen. Further that the boiler is old and is unable to maintain pressure for the hot water.

    c) The Tenant included a number of photographs showing the interior of the property.

    d) The tenant replies to the landlord and reiterates the size of the property.

    e) There is submission in the for of letters from medical professionals' in respect of the family's specific needs.

The Landlord

11. The Landlord made the following comments:

    a) The Landlord in their form, contends the property should be valued as a three-bedroom property. The Landlord contends the property was let unfurnished.
    b) The Landlord in respect of the tenants claim for undue hardship says " strict proof of the matters asserted, no supporting financial documents have been provided showing the households full income, benefits, expenses or inability to meet the proposed rent.
    c) The Landlord says they have [97/354] obtained a market appraisal from a local letting agent suggesting a market rent of around £2950 to £3000 pcm. No copy of the market appraisal in the Landlord's submission.
    d) The Landlord [113/354] has contended that access and access to repair has been made difficult by the Tenant.

Tribunal findings

Accommodation

12. The Tribunal finds on the evidence that the property comprises three rooms in addition to the living room, two shower rooms and kitchen, the Tribunal will go on to make a determination of rent on the physical nature and size of the property rather than any label of number of bedrooms.

Disrepair

13. The Tenant has provided specific evidence of disrepair, including the boiler and some radiators were problematic. Additionally, the Tenant notes broken guttering which has caused water to ingress into the property. [88/354]. The Landlord has stated some work [98/354] including changing the thermostat, adding insulation to attic space. The Tribunal in the absence of specific rebuttal by the Landlord relating to the gutter but in consideration of the photographs finds slight disrepair of the gutter some chipped paint inside as evidenced from the photographs.

Access

14. Whilst the Landlord has contended access issues, there is no suggestion that repairs have not eventually been concluded. The Tribunal has as above found no material outstanding disrepair.

Improvements

15. The finds the Tenant's improvement in respect of the garden and metal shed but disregards them for the purposes of the determination.

Furnishings

16. The Tenant has stated two wardrobes were in the property when they took up the tenancy. The Landlord has stated the property was let unfurnished. The Tribunal finds the two wardrobes do not constitute furnishing of the property and finds the property was let unfurnished.

Determination and Valuation

17. 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.

18. The Landlord stated they had received a valuation from a local agent of £2950 to £3000 pcm. There is an extract from an instant messaging service which gives one sentence which relates to the value. The Tenant stated they had contacted the agent [258/354] but that the agent "said he knew very little about the property". In the absence of the market assessment the Tribunal gives very little weight to this evidence. There is a second instant message same date that was 1 April suggesting £2700 to £2850 pcm.

19. The Tenant states they supplied very local 3-bedroom rental examples, in their original submission. [258/354]. No details were made available to the Tribunal.
20. The Tribunal taking what evidence on value it has received, with a lack of detail, as wider context and relying on its own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £2700.00 pcm given the nature of the rooms.

21. The Tribunal determines that the property in the current condition, reflecting the slight disrepair, and not freshly refurbished would attract a discount of 10.00 %.

Open-Market Rent	£2700.00 pcm
Less 10%	£270.00 pcm
Net rent	£2430.00 pcm
Say	£2400.00 pcm

Decision

Undue hardship

22. 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.

23. 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 of a combination of financial and personal circumstances. The Tribunal cannot take into account

personal circumstances but on the evidence of financial and given the size of the increase, would cause undue hardship.

24. On the basis of the evidence supplied by the Tenant and the comments made by the Landlord, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would cause undue hardship and accordingly sets the starting date for the new rent as 23 October 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 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.