	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/OOBB/MNR/2026/0147
Property	35 Chadd Green, London, E13 0NJ
Tenant	Adepeju Aworeni
Tenant's Representative	None
Landlord	Olivia Quarshie
Landlord's Address	3 Leet Court, Milton Grove, London, N16 8QS
Landlord's Representative	None
Date of Application	16 March 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	£2100.00 per calendar month
Date of Valuation	28 March 2026
Date the new rent takes effect	28 March 2026

© CROWN COPYRIGHT

REASONS FOR THE DECISION

Background

1. On 27 February 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £2300.00 per calendar month (pcm) in place of the existing rent of £1884.70 pcm to take effect from 28 March 2026.

2. On 16 March 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 20 October 2022. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. In the absence of detailed provision within the tenancy documents, the provisions of section 11 of the Landlord and Tenant Act 1985 will apply.

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 tenancy in paragraph 16 notes the utilities and "other charges" are the responsibility of the tenant. [29/206]

Hearing

6. The Tribunal has considered this case on the basis of an inspection and, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

7. The tenant describes within the application form the nature of the property. The property is described 3-bedroom house, two double bedrooms, one single bedroom, there are two showers and two toilets.

8. The application describes the property as being heated with a gas boiler, double glazing windows, the floors are wooden.

Inspection

9. The Tribunal attended the property at the prescribed time on 23 October 2026 and inspected the property with the tenant present. At the conclusion of the inspection the landlord's representative arrived. The Tribunal repeated the inspection with both parties present.

10. The property is a two-storey terrace built in 1970s or 1980s. The property externally has free street carparking available. The front door has noticeable gaps, this leads to an open plan living room, which in turn leads to a second open plan living room in turn leads to a kitchen. The tenant supplied the fridge freezer and the washing machine. Within the kitchen under the cupboard to there is an area of exposed pipes. Adjacent the kitchen is a small room which could be described as a box room, which is used for storage. The backdoor to the outside has gaps around. Upstairs there are two shower/wc rooms adjacent to each other. They are functional but dated, one has drainage issues, there is some evidence of mould. There are three bedrooms two double and one slightly smaller. In one of the bedrooms the Artex is pulling away from the ceiling as is the coving. The property is double glazed and has central heating.

Evidence

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

The Tenant

12. The Tenant made the following comments:

a) The Tenant made the following observations within the application

(i) Severe mould build up in the house- especially around windows and areas exposed to water.
(ii) Doors are not properly fitted or insulated, allowing cold air to enter the property
(iii) Paint throughout the house is cracking and peeling showing poor structural and interior condition
(iv) Electrical system is faulty and frequently short-circuits, creating safety concerns
(v) Rat infestation in the property
(vi) Bed bug infestation affecting living conditions and hygiene
(vii) Heating system is poor and does not adequately heat the property
(viii) Plumbing frequently breaks is unreliable.

13. The Tenant in their "Reply form to landlords rents 1A form for market rent" made 16 points identifying the areas said to be in disrepair. The tribunal has noted these submissions.

14. The Tenant included several photographs showing some internal areas of disrepair in the property.

15. The tenant did not provide rental comparables for the subject property.

The Landlord

16. The Landlord made the following comments:

a) From the Landlord's reply form for market rent decision the following observations were made;
   a. A new boiler was installed in November 2025
   b. EICR carried out and certificate provided November 2025
   c. Gas safety check completed and certificate provided November 2025
   d. Tenant refused access for mould remediation
   e. Tenant advised bleeding radiators annually but declined
   f. No reports of rat or bed bug infestation
   g. Front door is fire safety compliant.

b) The landlord noted that there are no comparable 3-bedroom properties available in Plaistow (E13).A Rightmove link was included.

c) The landlord provided some comparables
   a. Valleta Grove asking rent of £2450 pcm of at terraced 3 bedroom with one bathroom.
   b. Jedburgh Road E13 asking rent £2695 pcm of a terraced house, 3 bedrooms, 2 bathrooms.
   c. Cumberland Road E13 asking rent £2,500 pcm of a semi detached 3 bedroom one bathroom house.

d) The landlord submitted a copy dated 19 March 2026 of the selective licensing of other residential accommodation.
e) Extract from a messenger application showing discussion on access arrangements for work to be carried out. The message started 21 November 2025 concluding 8 January 2025.

Tribunal findings

17. The Tribunal finds the responsibility for repairs lies with the landlord. The exchange of messages shows attempts to resolve issues of radiators and carpentry works. This is a relatively minor issue and should be addressed within day-to-day maintenance as such the Tribunal finds that this does not impact on the level of rent determined. The Tribunal finds the disrepair present in the house is to the extent shown in the inspection.

Determination and Valuation

18. 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.

19. The three comparables ranged from £2450 to £2695 pcm. The nearest being Valleta Road at £2450 pcm at so greatest weight is placed on this. Valleta Road is a 3-bedroom mid terrace Victorian house. Adjusting for style and location the Tribunal, using 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 £2450 pcm. This is the rent we would expect the property to let for in the open market at the valuation date and if it was in the same general condition as the comparable properties including having supplied the fridge, freezer and washing machine, provided by the landlord.

20. From this level of rent, the Tribunal has made adjustments in relation to the following:

    a) Areas of disrepair noted above
    b) Supply of washing machine and fridge freezer

    The full valuation is shown below:

Starting Rent	£2300.00	pcm
Less		
a) Items given under a) and b)	£200.00	pcm

Open-Market Rent £ 2100.00 pcm

Decision

21. The Tribunal determines the new rent amount at £2100.00 pcm. The tenant has made an application for undue hardship. In support of this there is a copy of their payslip dated 26 March 2026. There is however no further evidence in the form of whether others in the household are earning, nor indication of benefits received or savings.

22. In the absence of more comprehensive evidence, the Tribunal does not find for the undue hardship.

23. The Tribunal therefore determines the rent of £2100.00 pcm to be effective from 28 March 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.