FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	LON/00BH/MRA/2026/0073
Property	:	137 Montague Road Leytonstone London E11 3EW
Applicant	:	Maureen Loughnane John Loughnane (Tenants)
Representative	:	None
Respondent	:	Robert Cox (Landlord)
Representative	:	None
Date of Application	:	4 July 2026
Type of Application	:	Determination of a Market Rent sections 13 &14 Housing Act 1988
Tribunal Members	:	N. Martindale FRICS A. Onigbode
Date of Decision	:	30 October 2026
Rent Determined	:	£2000 per calendar month
Date of new rent start	:	19 November 2026

REASONS FOR DECISION

Background

1 A landlord's notice FORM 4A, dated 18 June 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £3000 per calendar month in replacing a passing rent of £550 pcm, with effect from 19 August 2026.

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2 At a date, prior to the effective date, under S.13(4)(a) Housing Act 1988 the tenant referred the landlord's notice proposing a new rent, to the Tribunal for determination.

3 The assured tenancy is now periodic calendar monthly.

Allocation of Repairs between Landlord and Tenant

4 As per S.11 Landlord and tenant Act 1985.

Landlord's Service Charges and Furniture provided and costs.

5 No furniture included. Landlord's white goods and a variety of other fixed floor finishes and coverings assumed.

Liability for Council Tax

6 Tenant.

Other relevant terms of tenancy

7 None

Inspection and Hearing

8 An inspection is not routinely carried out. The Tribunal is content that it has sufficient information on the Property, its condition and on comparables, from a combination of the written and any photographic representations received and from its own knowledge and specialist expertise.

Property

9 There was no inspection. The Property is a late Victorian mid terraced house with accommodation on ground and first floor levels. There is a small rear garden/ yard. The entrance is from the small front garden backing the pavement at the public road.

10 The Property accommodation comprises: ground – 2 receptions, kitchen, bathroom/wc ; first - 3 bedrooms, wc. There are 2 lofts over the whole and a low headroom cellar under the front of the house. The Property is in an established residential road in LB Waltham Forest. Many of the homes remain as family houses in this area, being of a similar age, rather than subdivided into self contained flats.

11 The Property is traditional brick, rendered. There is a 2 storey front bay with bonnet roof over. The main roof is double pitched and tiled. The bathroom roof, single lap tiled. Externally it appears from the street to be in fair condition. There is gas fired central space and water heating. Although the windows and external doors are double glazed,

they are of first generation, with relatively narrow vacuum layers and suffer from frame and fitting leaks. There are on street parking restrictions and no off street parking (Google Streetview August 2025).

Evidence

12 The Tribunal received completed Form MR1 of 4 July 2026 from the tenant, with the landlord's notice in Form 4a. Later the reply Form MR2 came from the landlord. Both documents providing some additional background to the Property and the letting. The tenant replied through Form MR3 with a little additional material. The Tribunal is grateful for such information as was provided by one or both of the parties. Both parties attended an online video hearing on 30 October 2026.

Tenant

13 The tenant contested the form and/or content of the landlord's S.13 Notice as well as the new rent. The tenant felt that the rent notice should not have been served because the landlord had only shortly before served notice to terminate the tenancy. In any case, the rent should not increase beyond £1500 pcm.

14 The tenant set out some of the history to the letting which started on 22 October 1992 without a written tenancy, when they first moved in. Later a tenancy was granted on 9 March 1996 and copy provided, there was also a further tenancy from the 2000's a copy of which was not available. However when asked about the day rent was due on and from each month, they confirmed it was the 19th.

15 The tenants included a dozen or so photographs, mainly of the interior of the Property. The Tribunal noted the functional but dated, kitchen and bathroom/ shower/ wc fittings. They reported some minor items of disrepair many of which were supported by detailed reports on the interior from LB Waltham Forest's own Private Sector housing enforcement unit. Their reports highlighted excess cold, caused in particular by the degraded first generation double glazing units throughout. Other deficiencies included: 1. Broken doors and door ironmongery (some of which the tenant had replaced in prior years at their own expense. 2. Worn carpets in some rooms (tenant had replaced). 3. Shower door, recently replaced. 4. A defective wash basin, recently re-fixed. 5. Mouse infestation, recently cleared.

16 The tenants referred to a local 3 bedroom 2 bathroom property but, did not seek to present it further, being a flat rather than a house. The tenants realised that the passing rent would have to rise but, they felt £1500 pcm better reflected the house in its current condition with something around £1950 pcm as appropriate if the remaining shortcomings at the house, were removed.

Landlord

17 The landlord set out their knowledge of the background to the leases, which was similar and generally complimentary to the account from the tenants despite there not being much in writing from either side. Significantly they expressed the consensus view, in the hearing with the tenant, that rent was indeed due on the 19th each month. This was this reason that their notice of increase ran from 19th August 2026.

18 The landlord explained some of the background to recent involvement from LB Waltham Forest in highlighting some of the failings at the Property and drawing their attention to the need to remedy them. He explained his lack of finance to improve the Property and the need to raise rent meantime to help fund the work. A requirement from the Council for an Improvement Notice had not yet arisen. The works included replacement of windows with new double glazed PVCu units. The landlord was preparing to commission same but at the hearing date not all the work had been completed. The front and rear external doors and internal doors, would not lock for example.

19 The landlord made general reference to local lettings of similar 3 bedroom late Victorian houses in the range from £2500 to £3000 pcm.

Law

20 In accordance with the terms of S.14 of the Act we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; but assuming that the Property to be in a reasonable internal decorative condition.

Valuation

21 The Tribunal found that the rent date was 19th each month. This was based primarily on the consensus of the parties in person at the hearing, but supported by other documents and prior representations from both sides that pointed to this as the correct date. The Tribunal confirmed that the notice of rent increase was not affected by the prior service of a notice to quit on the tenants, by the landlord.

22 From the Tribunal's own general knowledge of market rent levels in LB Waltham Forest, for a Property of this type and location, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £2,500 pcm, fully fitted and in good order. This is the rent we would expect the Property to let for in the open

market, if it was in the same condition as comparable properties including landlord's white goods and floor coverings.

23 The Tribunal noted that the Property had experienced a series of significant defects sufficient for the Council to consider service of an Improvement Notice, though for now, they sought to work with the landlord in carrying works. The Tribunal noted the basic kitchen and bathroom fittings, defective older double glazed units throughout the house and for other items of disrepair that the tenants had with landlord's permission remedied at their own expense over the years prior. It considered that these deficiencies were sufficient to reduce the rental value by £400 pcm, as an end allowance from the starting figure. The Tribunal determines the new market rent at £2000 pcm therefore.

Undue Hardship

24 At most, the start date for the new rent could be delayed by a Tribunal by up to 2 months, effective from the beginning of the next rent period following, if undue hardship were shown by the tenant. It does not affect the market rent level itself. Allowance for hardship from this increase in the rent was sought by the tenant in their application but no supporting documentation was provided. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

25 The new rent of £2000 pcm is to be levied from and including the start date of the next rent period falling due, which is 19 November 2026.

26 Although the landlord is not obliged to charge this rent and may charge a significantly lower rent as a result of their own choice, policy, or governmental regulation; they may not charge more than this figure. Otherwise any further reduction in this figure on what is levied, is a matter between the parties, only.

Chairman N Martindale FRICS Date 30 October 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).