	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00BH/MNR/2026/0488**
Property	**126 Larkshall Road, Chingford, E4 6NH**
Tenant	**Muhammad Ahsan Waheed**
Tenant's Representative	**N/A**
Landlord	**Qamar Ijaz Malik**
Landlord's Address	**5 Tollgate Court, Bradford, BD8 9AT**
Landlord's Representative	**N/A**
Date of Application	**9 June 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Ms S Beckwith MRICS** **Ms O Awotesu**
Date of Decision	**4 November 2026**
Rent Determined	**£2,000 per calendar month**
Date the new rent takes effect	**10 June 2026**

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REASONS FOR THE DECISION

Background

1. On 23 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,750 per calendar month (pcm) in place of the existing rent of £1,500 pcm to take effect from 10 June 2026.

2. On 9 June 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.

3. The assured tenancy commenced on 10 July 2017 for a term of 12 months. 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. N/A

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. N/A

Hearing

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

The Property

9. The Tribunal carried out an inspection of the Property on 27 October 2026 in the presence of the Tenant, the Landlord was notified of the inspection but did not attend.

10. The Property is a two storey semi-detached house, offering the following accommodation:

    Property: On the ground floor a small porch accessed down several steps from street level. A double reception room (living room/dining room) spanning from the front to the back of the house. There are patio doors to the garden from this room. A separate kitchen, with door to the garden.

    On the first floor, two double bedrooms and one single bedroom. A small bathroom with a sink and bath with shower over. A WC in a separate room. A cupboard containing the boiler, which had a bucket under it due to leaks.

    Outside: A garden. There are two sheds in the garden, one of which is not available to the Tenant.

    The Property benefits from gas central heating. The front of the Property has double glazed uPVC windows. The rear of the Property has metal framed windows. There was mould around the doors and windows to the rear of the house. The Property was let unfurnished.

    The Property is situated in Chingford in northeast London. Chingford overground station is approximately one mile to the north and Highams Park overground station is approximately one mile to the south.

Evidence

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

The Tenant

12. The Tenant made the following comments:

    a) The Property needs some refurbishing and would benefit from modernisation before it could command a rent comparable to recently refurbished or higher specification homes.

13. In terms of rental evidence, the Tenant did not provide evidence with their MR1 application. With their MR3 reply, they provided links to general search results for property listing websites. The links which appeared to be to specific properties were not working. The Tenant commented that these examples demonstrated that asking rents in the Chingford area were between £2,000 and £2,300 pcm.

14. The Tenant confirmed they consider the market rent to be £2,000 pcm.

The Landlord

15. The Landlord commented that the rent had not increased since the tenancy began in 2017 and is therefore substantially below the open market rent for comparable properties in the area.

16. The following comparables were provided by the Landlord:

    a) Larkshall Road – fully furnished three bedroom, three bathroom terraced house agreed at £2,600 pcm. From the descriptions, this comparable appeared to have been provided three times, although the links were not all working.
    b) Larkshall Road – three bedroom, three bathroom semi-detached house on the market for £3,200 pcm. The availability date is stated to be August 2025.

17. The Landlord also mentioned larger properties including a four bedroom, four bathroom house on Larkshall Road being marketed at £3,200 pcm; a four bedroom, three bathroom house on Larkshall Road being marketed at £2,900 pcm and a four bedroom house on Richmond Road being marketed at £2,750 pcm. The links provided did not work. The Landlord stated that he intended to provided screenshots/printouts of these listings, but had not done so.

Determination and Valuation

18. The Tribunal was unable to access the details of many of the comparables provided by both the Landlord and the Tenant and therefore could not attach any weight to this evidence. The Tribunal attached no weight to comparable b) due to the date of availability. The Tribunal found comparable a) provided by the Landlord helpful, but found the Property was smaller, having only one bathroom and one of the bedrooms being a single room. Comparable a) was also a better specification, therefore the Tribunal concluded the market rent for the Property must be lower.

19. The Tribunal found that the Property was generally in need of redecoration and some repairs with the wallpaper peeling off the walls in numerous places and evidence of the boiler and WC leaking. Although this may have been to be expected given the length of the tenancy, the Tribunal found it sufficient that it would impact the rental value.

20. The Tribunal observed mould at the Property. This was concentrated at the rear of the house, where the windows had not been upgraded, however, we were also conscious that the Tenant's lifestyle may have contributed to the issue given the significant amount of their possessions in the rooms affected, including three mattresses in the rear bedroom.

21. The bathroom and WC were old and in need of upgrading. Likewise the internal doors were not to the standard as would be expected if the Property were to be put on the market. The Tenant advised that the oven and extractor were not working, although the Tribunal had not been provided with evidence of this, so attached limited weight to this statement.

22. Relying on its own expert, general knowledge of rental values in the area, and the information provided by the Landlord and the Tenant, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £2,300 pcm. This is the rent we would expect the Property to let for in the open market if it was in the same general condition as the comparable properties including having floor coverings and white goods provided by the landlord, but otherwise unfurnished.

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

    a) Property in need of redecoration and repairs
    b) Quality of rear windows/doors connected to mould issues
    c) Dated bathroom

    The full valuation is shown below:

			Per calendar month
Starting Rent			**£2,300**
Less			
Redecoration/repairs required	)		
Poor quality rear windows/doors	)	approx. **12.5%**	**£287.50**
Dated bathroom	)		
Adjusted Rent			**£2,012.50**
Market Rent (say)			**£2,000**

Undue hardship

24. The new rent takes effect from the date specified in the Landlord's Notice of Increase 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 the date a Tribunal makes its determination.

25. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant did not provide any reasons or evidence as to why they would experience undue hardship.

26. On the basis that no supporting evidence was supplied by the Tenant, the Tribunal considers that undue hardship has not been demonstrated and does not fix a later starting date.

Decision

27. Therefore, the Tribunal determines the market rent at £2,000 per calendar month with effect from 10 June 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 of 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.