	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00BH/MNR/2026/0166**
Property	**51 Westward Road, London, E4 8LZ**
Tenant	**Mr Zubair Ahmed and Mrs Fatiha Ahmed**
Tenant's Representative	**N/A**
Landlord	**Mr Sheikh Fahim Wahid Alam and Mrs Sufia Alam**
Landlord's Address	**39 The Risings, London E17 3PH**
Landlord's Representative	**N/A**
Date of Application	**27 March 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	**£3,000 per calendar month**
Date the new rent takes effect	**29 March 2026**

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REASONS FOR THE DECISION

Background

1. On 27 February 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £3,000 per calendar month (pcm) in place of the existing rent of £2,600 pcm to take effect from 29 March 2026.

2. On 27 March 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 29 April 2018 for a term of 12 months. The rental period is monthly.

Validity Of Notice

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid because it does not take effect at the beginning of a new period of the tenancy. The original tenancy began on 29 April 2018 and therefore the relevant tenancy period falls in April, not March.

5. The Landlord did not reply to this point in their submissions.

6. Following the expiry of the fixed term of the tenancy agreement, the tenancy became a statutory periodic tenancy continuing from month to month. The rent is payable monthly on the 29th. The Notice of Increase takes effect from the 29th of March, which is a new period of the tenancy. The notice is therefore valid.

Allocation of Repairs between Landlord and Tenant.

7. 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.

8. The furniture provided by the Landlord is detailed in an inventory report and includes three sofas, a dining table and chairs, several chests of drawers, a bed and mattress in one of the bedrooms and several wardrobes/cupboards.

Liability for Council Tax

9. 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.

10. N/A

Inspection/Hearing

11. A hearing was held on 27 October 2026 by video platform. It was attended by Mr Ahmed on behalf of the Tenant and Mr Alam on behalf of the Landlord. The Tribunal has considered this case on the basis of an inspection, an oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

12. The Tribunal carried out an inspection of the Property on 27 October 2026 in the presence of the Mr Ahmed (the Tenant) and Mr Alam (the Landlord).

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

    Property: On the ground floor a living room, large open plan kitchen and dining room and bathroom with WC, sink and shower cubical.

    On the first floor two double bedrooms, a further smaller room and a bathroom with WC, sink and bath with shower over. There is a boiler in the smaller room.

    On the second floor, a large double bedroom and bathroom with WC, sink and shower cubical.

    Outside: A paved front yard and a rear garden with a covered decked area, plus mixture of paving and planting.

    The Property benefits from gas central heating, double glazed windows and underfloor heating on the ground floor. The reception rooms and bedrooms have wood laminate floors. The stairs and landings are carpeted. The Landlord provided the white goods, including hob/oven, fridge/freezer, washing machine and microwave.

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

Evidence

14. The parties completed the relevant Rents 1 (tenant), Rents 1A (landlord) and Rents 1B (tenant's reply) forms. Due to the volume of submissions made by the Tenant and the Landlord, the bundle provided to the Tribunal was almost 1,000 pages in total.

15. In the days immediately prior to the hearing, both parties had submitted additional documents to the Tribunal. Neither had completed a Form Order1 requesting permission to do so. The Tribunal therefore confirmed that none of the additional documents would be considered, but the parties could make oral submissions on any issues during the hearing if appropriate.

16. The evidence contained significant information about the history of the Property and other disputes between the parties. The Tribunal made it clear to the parties at the hearing that historic matters were not relevant and only current issues relevant to the market rent of the Property would be considered by the Tribunal.

The Tenant

17. The Tenant made the following comments:

    a) Shower leak – in their written submissions the Tenant highlighted that there has been an ongoing leak from the second floor shower room since the beginning of the tenancy. Although they acknowledged that works were carried out in February 2026, they state that they "cannot know" if it is still leaking. At the hearing, the Tenant confirmed that the shower has not leaked since February.
    b) Damp and mould – there are ongoing damp and mould issues. A contractor visit in February 2026 was acknowledged, but the Tenant alleges that there is damp "everywhere" and mould re-emerging. The Tenant provided photographs showing damp meter readings and decorative issues throughout the ground floor. At the hearing it was established that the damp meter readings were taken by Mr Ahmed himself using a device he had bought. Mr Ahmed claimed to have a professional report about the issues, but could not provide it to the Tribunal. He confirmed that whilst he had previously reported issues to the Local Council, they were not currently involved.

c) Windows – at the hearing, Mr Ahmed suggested the double glazing was blown and causing leaks into the Property. He also suggested there was a cavity in one of the windows on the ground floor.

d) Boiler – Mr Ahmed outlined that the valves under the boiler had previously leaked, although he acknowledged that this was fixed in October 2025 and the leaks had not recurred. Currently the boiler frequently stops working with error messages every couple of hours. Mr Ahmed pointed out that the recent gas safety check was 21 days late.

e) Electrics – Mr Ahmed confirmed that the smoke alarm in the first floor room is hanging down and the electrics haven't been checked since the leak. He questions the veracity of the electrical report provided by the Landlord.

f) Dishwasher – the dishwasher has been broken since June 2026.

18. In terms of rental evidence, the Tenant provided the following:

	Address	**Beds**	**Baths**	**Receptions**	**EPC**	**Distance**	**Rent**
a	Warwick Road	4	2	1	D	0.3	£2,250
b	Stanley Road	3	3	1	C	2.3	£2,450
c	Winchester Road	3	2	1	D	1.1	£1,900
d	Faversham Avenue	3	2	2	D	2.6	£2,400
e	Marmion Avenue	4	2	1	C	1.3	£2,600
f	Hall Lane	4	2	2	D	0.6	£2,400
g	Alpha Road	4	2	2	D	0.9	£2,600
h	Goldsborough Crescent	4	3	2	D	1.6	£2,500
i	New Road	4	2	2	C	1.0	£2,500
j	Rylston Close	5	3	2	A	3.6	£2,800
k	Larkshall Road	3	3	1	C	1.1	£2,600

19. The Tenant confirmed they consider the market rent to be less than £2,600 pcm. Mr Ahmed suggested it should be as low as £2,000 pcm at the hearing.

The Landlord

20. The Landlord made the following comments:

a) Numerous repairs have been made to the Property including a new washing machine in February 2026; electrical upgrade on ground floor in February 2026; total sealing of the loft shower in February 2026; sealing rendering and painting around windows in February 2026;

painting of the kitchen, living room and dining area in April 2026; and render of the outside wall in April 2026.

b) The Tenant has not reported any issues or requested any repairs since these works were undertaken, for example the hanging smoke alarm or boiler issues.

c) In terms of damp and mould, a specialist attended some years ago and installed a damp proof course. Their advice was that the Tenant's lifestyle (including lack of ventilation, showers, cooking and number of people living in the house) had contributed to the issue.

d) A new EPC was undertaken in September 2025, which shows a D rating. The Landlord was not informed of the visit as it was arranged with the Tenant. They were unable to submit evidence of the insulation which was installed at the time of refurbishment before the current tenancy began. They have complained to the EPC company, as they believe the rating should be C, but have not yet provided the evidence to have the certificate revised.

e) Given allegations by the Tenant, the Landlord included the current EICR, gas safety certificate and licensing documents. Mr Alam confirmed the boiler is serviced annually.

f) Mr Alam confirmed that the dishwasher was at the Property due to family circumstances at the beginning of the tenancy, but was not intended to be provided, therefore he is content for it to be assumed that there is not one present.

21. The following comparables were provided by the Landlord:

a) Hall Lane – Let agreed of a four bedroom, one bathroom bungalow approximately 0.6 miles distant from the Property, at £2,900 pcm. This is a smaller property on one level.

b) Nelson Lane – a two-storey three bedroom, one bathroom/one WC house approximately 0.6 miles distant from the Property, on the market for £2,900 pcm. The subject Property has more bathrooms and is a superior quality to this one therefore the rent should be higher.

22. Both parties also referred to the current rent of the Property, which had been determined by the Tribunal following an inspection in December 2024. The rent of the Property was found to be £2,800 pcm with a 7.5% deduction for repair issues observed at the time of damp patches and the leaking shower, as well as a lack of EPC.

Determination and Valuation

23. Under section 14(1) of the Housing Act 1988, 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. 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.

24. The Tribunal has read the contents of the papers submitted by the parties, but limits its discussion and considerations to those points relevant to its determination of the market rent of the Property.

25. Both the Landlord and Tenant agreed there were no relevant Tenant's improvements.

26. There was a dispute between the Landlord and the Tenant as to the size of the Property. The Tribunal has based its assessment of the rental value on its own observations at the inspection, which enabled us to be able to understand the size of the rooms in the context of the comparables cited by the parties. The Tenant suggested there was only one reception room. The Tribunal finds this to be incorrect, there being an open plan space next to the kitchen with space for a dining table and chairs and sofa, as well as a separate living room. The Property is therefore comparable to those advertised as having two receptions. The Tenant referred to the Property as having three bedrooms and the Landlord as three/four. There are three double bedrooms in the Property and an additional room on the first floor, which is likely to be viewed as either a single bedroom or study in the market.

27. The Tribunal finds that all necessary gas and electrical certificates have been provided.

28. Whilst the Landlord may consider the EPC should be a C, the current certificate is a D and this is the rating on which the Tribunal relies. The Tenant made much of this rating and how it would affect the value, however, six of the 11 comparables provided by Mr Ahmed had an EPC rating of D.

29. The Tribunal found the Property to be of good quality, modern specification and generally presented well. It bore little resemblance to the photographs provided by the Tenant. No evidence of the damp, mould or compromised windows was observed. There were minor issues of decorative wear and tear, however, this was to be expected with tenants in occupation and would not affect rental value. The removal of the smoke alarm and bulb in the smallest first floor room appeared to be something which had been done by the Tenant and was easily rectifiable.

30. With the exception of comparable j, the Tribunal considers the comparables provided by the Tenant to be smaller and in many cases of a lower specification, which would suggest the rental value of the subject Property should be higher. Comparable j is over three miles from the Property. The Tribunal prefers evidence in closer proximity.

31. The Tribunal found the comparables provided by the Landlord to be helpful, as they were in close proximity to the Property. We agree with the Landlord that these comparables have fewer bathrooms than the Property and appear to be smaller so are likely to attract slightly lower rents in comparison.

32. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Tenant and the Landlord, the Tribunal considers that the market rental of the subject Property would be in the order of £3,000 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 white goods (excluding a dishwasher) provided by the landlord and being partly furnished.

33. The Tribunal found no issues for which we would expect to make an adjustment to the rental value. The issues which resulted in a reduction to the rent during the previous Tribunal determination have been rectified.

Undue hardship

34. 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.

35. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant submitted that both himself, his wife and his daughter had disabilities, which impacted their ability to work. The only evidence provided was in relation to chest pains, depression and anxiety experienced by Mrs Ahmed in early 2025.

36. At the hearing the Tenant attempted to hold up documents relating to hardship, stating that he had not wished to submit them to the Tribunal as he did not feel safe providing them to the Landlord.

37. Mr Ahmed outlined that he had had an accident at work and had been on sick leave for three years and was no longer being paid. When questioned by the Tribunal about emails in the bundle which state that he is going to work, Mr

Ahmed apologised and confirmed that he had attempted to return to work on and off.

38. Mr Ahmed advised the Tribunal that his wife had a back condition and was awaiting surgery. She had suffered from this condition for three years, was not able to work and was in receipt of disability benefits.

39. Mr Ahmed confirmed they were in receipt of Universal Credit and had no savings.

40. The Landlord replied that the Tenant is feigning ill health and Mrs Ahmed is not disabled, having been seen running up and down stairs and out of the Property. They have not provided any evidence of their financial circumstances. They have waged a campaign against the Landlord and have recently been in receipt of almost £10,000 in respect of a Rent Repayment Order (evidence of payment in April 2026 provided). The Rent Repayment Order was in respect of an inadvertent licensing breach, but the amount was substantially reduced due to the Tenant's behaviour.

41. The threshold for demonstrating undue hardship is high. The Tenant has produced very limited evidence to support their submissions. It was unclear why the Tenant would produce one piece of medical evidence, but not any others. The Tribunal also found inconsistencies in the written and oral evidence given by the Tenant. Given the lack of evidence provided, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.

Decision

42. Therefore, the Tribunal determines the market rent at £3,000 per calendar month with effect from 29 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 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.