	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AT/MRA/2026/0085**
Property	**6 Beverley Court, Hounslow, TW4 5JJ**
Tenant	**Mujgan Hrouni & Waheedullah Niazi**
Tenant's Representative	**None**
Landlord	**Amit Gupta**
Landlord's Address	**26 Spitfire Avenue, Blythe Valley Park, Solihull, B90 8DA UK**
Landlord's Representative	**None**
Date of Application	**9 July 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**R Waterhouse FRICS** **K Beheshtizadeh**
Date of Decision	**26 October 2026**
Rent Determined	**£1200.00 per calendar month**
Date of Valuation	**1 August 2026**
Date the new rent takes effect	**1 November 2026**

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REASONS FOR THE DECISION

Background

1. By decision of 6 October 2026 of Judge S. Westby the decision of 1 September 2026 was set aside under Rule 51 of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013.

2. The tribunal ordered that the matter be relisted for determination by a differently constituted Tribunal.

3. In determining the rent under section 14 of the Housing Act 1988, the tribunal assessed an open-market rent of £1300 per calendar month for the Property if modernised and in good order. It then reduced that figure by £100 per calendar month because the photographic evidence showed the Property to be tired and in need of redecoration.

4. Section 14(2) (c) of the 1988 Act requires the tribunal, when determining the rent, to disregard any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.

5. The landlord had contended that the Property had been comprehensively refurbished before the tenancy commenced and that aspects of its subsequent condition were attributable to the tenant's failure to comply with their obligations under the tenancy, including obligations concerning cleanliness, ventilation, and use of the Property. The tribunal recorded aspects of that evidence in its decision.

6. The tribunal did not, however, determine whether any part of the reduction in the rental value of the Property was attributable to a failure by the Tenant to comply with a term of the tenancy. It therefore did not address whether section 14(2)(c) required any such reduction in value to be disregarded before making the £100 per calendar month deduction.

Determination

7. On 27 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1300.00 per calendar month(pcm) in place of the existing rent of £1150.00 pcm with effect from 1 August 2026.

8. On 9 July 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.

9. The tenancy commenced on 1 March 2023. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

10. 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.

11. The Property was furnished with a bed, coffee table and sofa.

Liability for Council Tax

12. 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.

13. Not applicable

Hearing

14. Neither party requested an oral hearing. 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

15. The Tenant provided photographs. The Landlord provided a floorplan, showing a total gross internal area of 357 sq ft.

16. The Property is a first floor flat, offering the following accommodation:

- Property: one living room/bedroom, one kitchen, one shower room

- The Property benefits from electric heating, double glazing windows and an allocated parking space.

- The Property is situated in Hounslow in West London. The town centre is approximately three quarters of a mile to the East. Hounslow Central

underground station is approximately one mile to the Northeast and Hounslow West approximately one mile to the Northwest. Hounslow mainline station is three quarters of a mile to the Southeast.

Evidence

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

The Tenant

18. The Tenant made the following comments:

    a) The Property suffers from damp and mould
    b) There is no proper heating and the property is freezing in the winter
    c) The washing machine is broken and the Landlord has not repaired or replaced it
    d) There is a dispute over a plumbing issue
    e) There is a gap around a window which allows cold air to enter the Property.

19. The Tenant provided comparable rental evidence. The Tenant provided the following comparables:

    a) Brabazon Road- a unit on the market for £1000 pcm. No details of the property were clear from the screenshot provided
    b) Grove Road – a 205 sq ft studio on the market for £1200 pcm
    c) Maswell Park Road- a 129 sq ft studio to rent for £950 pcm
    d) Kingsley Road- a studio on the market for £1150 pcm
    e) Spring Grove Road- a studio on the market for £1050 pcm

    f) The Tenant confirmed their opinion that the market rent is £1,050 pcm.

The Landlord

20. The Landlord made the following comments:

    a) The drainage issue was caused by throwing unwanted food, cooking oil rice and paper in the sink (confirmation from attending plumber attached)
    b) When mould concerns were raised, mould prevention guidance was provided and the Tenant asked to provide photographs, videos and availability for inspection- this information was not supplied

c) The Property was refurbished prior to the Tenant taking occupation in 2023.

21. The following comparables were provided by the Landlord:

(a) Hanworth Road – a 269 sq ft studio on the market for £1275 pcm
(b) Nelson Road- a studio on the market for £1250 pcm
(c) Lampton Road- a studio on the market for £1250 pcm
(d) Staines Road – a 322 sq ft studio on the market for £1275 pcm
(e) Hanworth Road- a studio on the market for £1300pcm
(f) High Street – a studio on the market for £1300 pcm
(g) Chapel Road – a studio on the market for £1350 pcm
(h) Staines Road- a 333 sq ft studio on the market for £1350 pcm.

Findings

Is there failure to adhere to the tenancy by the tenant?

22. The landlord contends that the physical state of the property is attributed to the tenant's failure to adhere to the tenancy's provisions.

23. The tenant says the washing machine is broken, and that the Landlords engineer who inspected stated the fault did not lie with the tenant.[140] The tenancy is limited, however, if the washing machine was supplied by the landlord and it breaks down, through no fault of the tenant then the Landlord has the responsibility of repairing it. The washing machine appears from the evidence to be still in disrepair.

24. The tenant says there was a drainage issue which the landlord was required to resolve.[141] Neither party contest that this didn't happen, the matter was resolved by the landlord and at the date of the rent determination the matter was resolved.

What is the nature of the property?

25. The tenant accepts the windows are double glazed, but contends they are gaps around, leading to cold draughts.[140]. None of the photographs is clear enough to show the gaps. In the absence of such the tribunal finds the windows to be adequate.

26. The tenant reported mould, the tenant states they were asked to provide their own assessment rather than for the Landlord to inspect. [140] The tribunal on examination of the photographs of the property finds the building to be 1960s in age, internally there is mould apparent. This appears to be in areas where there

are gaps in the fabric of the building doors and windows and areas of poor air circulation. The tribunal finds that the nature of the building predisposes the property to mould growth. The tenant has under the tenancy a responsibility to mitigate and clean the mould under the provisions of cleanliness but inherently the nature of the building predisposes.

27. The tenant reports the heating, is inadequate with no heating in kitchen, lobby or toilet. This is a factual position and in the absence of contesting the tribunal finds this to be the case.

Determination and Valuation

28. 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.

29. The tribunal has considered in its findings above the nature of the building and whether the tenant's alleged behaviour has contributed to the current condition of the property. The tribunal found that matters of acute disrepair that of the drainage have been resolved and so are considered to be fully functioning at the date of the determination and no deduction is made for this.

30. In terms of the washing machine this is still in disrepair and so an adjustment in the rent determination is made for that.

31. In terms of the mould, the tribunal found that the Property has an inherent disposition to mould, and this would require continuous and proactive mitigation by the tenant. The predisposition to mould has an impact on value. The tenant has [141] reported the issue and the from some of the photographs [52] the tenant appears to have made efforts to remove it. The tribunal finds no failure of the tenant's responsibilities under the lease which have caused a deterioration in the quality of the Property.

32. The comparables provided by the tenant appeared to be smaller than the Property and did not have separate kitchens. All except b0 were located over a mile from the Property. The Tribunal prefers evidence of similar properties within close proximity to the Property.

33. For the same reasons the Tribunal placed little weight on comparable c) provided by the landlord which is situated over a mile from the property.

34. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord and the Tenant, the Tribunal considers that the market rent of the subject Property modernised and in good order would be in the order of £ 1300.00 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.

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

    a) The condition of the property with its predisposition to mould growth
    b) Washing machine in disrepair

    The full valuation is shown below:

Starting Rent	£1300.00	pcm
Less		
a) Items given under a) and b)	£ 100.00	pcm
Open-Market Rent	**£1200.00 pcm**	

Decision

Undue hardship

36. 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.

37. 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 financially they cannot afford it. No supporting evidence was provided.

38. The Landlord did not respond to the Tenant's application for postponement due to hardship.

Decision

39. The Tribunal determines the new rent amount at £1200.00 pcm, with effect from 1 November 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.