	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**CAM/26UC/MRA/2026/0090**
Property	**Flat 10, Beckets Yard, 2nd Floor, 1 Selden Hill, Paradise Industrial Estate, Hemel Hempstead, HP2 4TQ**
Tenant	**Berakah Aidoo**
Tenant's Representative	**N/A**
Landlord	**Beckets Yard Limited**
Landlord's Address	**60 Welbeck Street, London, W1G 9XB**
Landlord's Representative	**HCGB Services Limited**
Date of Application	**17 August 2026**
Type of Application	**Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge Banks** **Dr Jan Wilcox FRICS**
Date of Decision	**5 November 2026**
Rent Determined	**£860 per calendar month**
Date the new rent takes effect	**25 November 2026**

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REASONS FOR THE DECISION

Background

1. On 16 June 2026, the Landlord served a notice under Section 13(2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,075 per calendar month(pcm) in place of the existing rent of £1,030 pcm to take effect from 25 August 2026.

2. On 17 August 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 25 June 2025. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. As per section 11 of the Landlord and Tenant Act 1985.

Service charges or furniture provided by Landlord (other than carpets and curtain and white goods specified below) and the costs relating to the same

5. The Tenant specified in their application that they pay service charges for maintenance and cleaning to communal areas and these are not included in the main rent. No further details were provided by either party.

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. None

Hearing

8. 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

9. The Property is a studio apartment with a separate bathroom. Although not specifically stated by either party, the Tenant provided an image of some apartments above a shopping complex, and the Tribunal understands that the Tenant's property is in that building. The Tenant states the Property benefits from a white high gloss kitchen with integrated appliances, Amica oven and ceramic hob and a Smeg washer/dryer. No further information was provided by either party.

Evidence

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

The Tenant

11. The Tenant submitted that the proposed rent was excessive having regard to the condition of the property. He contended that, whilst market rents in the locality had increased since the commencement of the tenancy, comparable rents relied upon by the landlord related to properties in good condition and did not reflect the condition of the subject property. He argued that the property remained subject to two live Improvement Notices served by Dacorum Borough Council on 29 June 2026 requiring remediation of a number of hazards, a Category 1 rodent hazard, and Category 2 hazards including defective security to communal entrances, excess heat, water supply issues, electrical and plumbing defects, damp and mould growth, falls on stairs, and entry by intruders. The Tenant's case was that significant works required by those notices remained outstanding at the date of the application.

12. The Tenant relied on evidence from the local authority which, she submitted, demonstrated that the landlord had not established compliance with a number of the hazards identified in the notices. She asserted that notwithstanding a statement made on the landlord's behalf that all outstanding issues had been resolved, the landlord's own documentary evidence showed that compliance had not been achieved and that further works were still being arranged after that statement had been made.

13. The Tenant described a number of continuing issues affecting her occupation of the property, including concerns about the quality of the water supply, excess heat within the flat, an alleged rodent infestation, communal security failures, non-functioning CCTV, and incidents involving unauthorised persons entering the building. She said that these matters had caused her stress and prevented her from fully enjoying the property. She also asserted that she had incurred

additional costs in purchasing bottled water and operating air-conditioning equipment.

14. In relation to rental value, the Tenant accepted that comparable one-bedroom properties in good condition within Hemel Hempstead commanded rents in the region of £950 to £1,075 per calendar month. However, she submitted that a substantial deduction should be made to reflect the property's condition. She relied on section 14(2) of the Housing Act 1988 and argued that the Tribunal was required to take into account disrepair and defects for which she was not responsible. She contended that a rent of £825 per calendar month appropriately reflected the property's condition and noted that this figure corresponded with the rent payable at the commencement of the tenancy. The Tenant therefore invited the Tribunal to determine the open market rent at £825 per calendar month.

15. The Tenant did not provide comparable rental evidence. However, the Tenant provided copies of the enforcement notices he had referred to in his application.

16. The Tenant relied upon two Improvement Notices served by Dacorum Borough Council on HCGB Services Limited on 29 June 2026 under Part 1 of the Housing Act 2004. Both notices required works to commence by 28 July 2026 and to be completed by 31 August 2026.

17. The first notice, reference U002129, related to Flat 10 and identified three Category 2 hazards. These comprised: (i) a water supply hazard arising from cloudy water and concerns regarding possible contamination, requiring investigation and testing by an appropriately accredited contractor, implementation of interim protective measures such as an alternative potable water supply or filtration, and any resulting remedial works; (ii) an electrical hazard arising from corrosion and leakage around the immersion heater and water cylinder, requiring investigation, repair or replacement of defective components, and certification of the installation as electrically safe; and (iii) a damp and mould hazard arising from moisture ingress, a leaking water tank, a defective window installation and inadequate ventilation, requiring repairs to the tank and window, remediation of damp and mould, and repairs or replacement of ventilation systems.

18. The second notice, reference U002130, related to the common parts of the building and identified one Category 1 hazard and five Category 2 hazards. The Category 1 hazard concerned domestic hygiene arising from rodent infestation, including evidence of rat activity and defects to the communal hallway ceiling which provided access routes and harbourage for rodents. The required works included pest control treatment, sealing entry points, repairing the defective ceiling and securing the bin storage area.

19. The Category 2 hazards identified in the second notice were: (i) entry by intruders, arising from communal entrance doors that did not latch securely, requiring a specialist security assessment and the implementation of measures to secure the communal entrances; (ii) excess heat within the fifth-floor communal hallway, requiring the installation of solar-control window film and internal reflective blinds; (iii) falls on stairs, arising from defective carpeting to the communal staircase, requiring repair or replacement of the affected section; (iv) electrical hazards, arising from unsecured electrical cupboards and a detached communal light fitting with exposed wiring, requiring the cupboards to be secured and the light fitting repaired; and (v) damp and mould growth associated with a boarded-over communal window opening, requiring the boarded panel to be removed and replaced with a properly installed glazed window.

20. Both Improvement Notices required the specified remedial works to begin by 28 July 2026 and to be completed no later than 31 August 2026.

The Landlord

21. The Landlord relied upon a document said to record a response from the local authority following notification that works had been undertaken in compliance with the Improvement Notices. The Tribunal places limited weight on this document. It was not provided on local authority letterhead, was not signed or dated, was not accompanied by any witness evidence explaining its provenance, and referred to a number of reports, assessments and supporting documents which were not provided to the Tribunal. The Tribunal therefore had only the response document itself and not the underlying material upon which it was apparently based.

22. In any event, the contents of the document do not establish that the requirements of either Improvement Notice had been complied with in full. In relation to Notice U002129, concerning the demised premises, the document expressly records that the information provided did not demonstrate compliance with the requirements relating to the water supply hazard and that further information and evidence were required in relation to the electrical hazard. Whilst certain works relating to damp and mould growth were acknowledged, the local authority stated that these would be checked during a future reinspection.

23. Similarly, in relation to Notice U002130, concerning the common parts, the document records that whilst some works had reportedly been undertaken, a number of matters remained outstanding or unverified. In particular, the local authority requested further evidence in relation to the hazard of entry by intruders and stated that the information provided did not demonstrate compliance with the Notice. Further evidence was also sought in relation to the

excess heat hazard. Other items, including pest control measures, repairs to the staircase, electrical works and replacement of a communal window, were all stated to be subject to verification upon reinspection. In the case of the replacement window, the document records that the window had merely been ordered and was awaiting installation.

24. The Tribunal notes that the document does not state that either Improvement Notice had been complied with, withdrawn, revoked or otherwise discharged by the local authority. Nor does it confirm that all required works had been completed. Rather, the document indicates that further information, supporting evidence and/or reinspection were required before compliance could be established.

25. The Tribunal further notes that, notwithstanding the Landlord's assertion that all outstanding issues had been resolved, no completion certificates, contractor reports, inspection records, photographs, correspondence from the local authority confirming compliance, or evidence of the revocation of either Improvement Notice were produced. In those circumstances, the Tribunal is unable to conclude from the evidence before it that the hazards identified in the Improvement Notices had been fully remedied by the relevant date.

26. The Landlord did not provide any comparable rental evidence.

Determination and Valuation

27. 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.

28. The Tribunal has considered all of the evidence before it, including matters not expressly referred to in these reasons, and has given such weight to that evidence as it considers appropriate.

29. The Tribunal has determined the market rent of the property to be £1,075 per calendar month. In reaching that conclusion, the Tribunal has not relied upon any comparable evidence provided by either party, as neither the Landlord nor the Tenant produced rental comparables. Rather, the Tribunal has applied its own knowledge and expertise of the local rental market and accepts that a market rent of £1,075 per calendar month is appropriate for a property of this type and location in good condition.

30. The Tribunal must, however, have regard to the actual condition of the property at the relevant date. The evidence demonstrates that the property and common parts were subject to two Improvement Notices served by Dacorum Borough Council pursuant to Part 1 of the Housing Act 2004. Those notices identified a number of hazards, including a Category 1 hazard relating to domestic hygiene and pest infestation. A Category 1 hazard represents the most serious category of hazard under the Housing Health and Safety Rating System and is of sufficient gravity to require enforcement action by the local housing authority.

31. The Tribunal is not satisfied that the Landlord has established compliance with the Improvement Notices. Whilst the Landlord asserted that all outstanding issues had been resolved, the evidence provided in support of that assertion was limited. The Tribunal was provided with a document said to record a response from the local authority following notification of works, but the document itself does not confirm that the notices had been complied with, withdrawn, revoked or otherwise discharged. Rather, it identifies a number of matters in respect of which further information was required and records that several items remained subject to verification upon reinspection.

32. Furthermore, the Tribunal was not provided with the underlying reports, assessments, certificates, photographs or other documentation referred to within that response. Nor was any evidence produced confirming that the local authority had subsequently accepted that the required works had been completed. In the Tribunal's view, the Landlord could and should have been in a position to provide clear evidence demonstrating compliance with the Improvement Notices had such compliance been achieved.

33. Whilst the Tribunal accepts that some works may have been undertaken, it is unable on the evidence before it to conclude that all of the hazards identified by the local authority had been remedied by the relevant date. In particular, significant weight is attached to the existence of the Category 1 hazard and the fact that the local authority considered enforcement action necessary. The Tribunal considers that the presence of those hazards materially affects the rental value of the property.

34. Doing the best it can on the limited evidence provided, the Tribunal considers that a reduction of 20% from the market rent appropriately reflects the condition of the property and the Landlord's failure to demonstrate full compliance with the Improvement Notices. Applying that reduction to the market rent of £1,075 per calendar month produces a rent of £860 per calendar month, which the Tribunal determines to be the market rent payable for the purposes of section 14 of the Housing Act 1988.

Open-Market Rent **£860 pcm**

Undue hardship

35. 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.

36. 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 they have a fixed income, part of which is supplemented by Personal Independence Payment. The Tenant provided a letter from the Department for Work and Pensions dated 19 March 2026 showing that they would receive Personal Independence Payment of £194.60 per week from 6 April 2026. This was the only evidence provided.

37. The threshold for demonstrating undue hardship is high. The Tenant has produced limited evidence to support their submissions. The Tribunal notes that the rent currently payable by the Tenant is £1,030 per calendar month and that the rent determined by the Tribunal is £860 per calendar month. The Tribunal's determination therefore reduces, rather than increases, the Tenant's rental liability. On the basis of the evidence provided, the Tribunal considers that for the determination to take effect from the date prescribed by statute would not cause undue hardship and does not fix a later starting date.

38. The Tribunal determines the new rent amount at £860 per calendar month with effect from 25 November 2026 which is the beginning of the first new period of the tenancy which begins on or after the date of the determination.

Decision

39. The Tribunal determines the new rent amount at £860.00 per calendar month with effect from 25 November 2026 as this is lower than the proposed rent of £1,075 per calendar month.

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.