	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**CAM/26UE/MRA/2026/0061**
Property	**60 Ashley Drive, Borehamwood, Hertfordshire WD6 2JD**
Tenant	**Lavinia McQueen**
Tenant's Representative	**N/A**
Landlord	**Reuven Vazan**
Landlord's Address	**86 Redhill Drive, Edgware HA8 5JN**
Landlord's Representative	**N/A**
Date of Application	**3 August 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Judge A. Arul** **Patrick McGreal MRICS**
Date of Decision	**11 November 2026**
Rent Determined	**£1,900 per calendar month**
Date of Valuation	**30 August 2026**
Date the new rent takes effect	**30 November 2026**

© CROWN COPYRIGHT

REASONS FOR THE DECISION

Background

1. On 10 June 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988, which proposed a new rent of £1,950 per calendar month (pcm) in place of the existing rent of £1,700 pcm, to take effect from 30 August 2026.

2. On 3 August 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 23 October 2009. 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 curtains and white goods specified below) and the costs relating to the same.

5. None.

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.

Inspection/Hearing

8. Neither party requested an inspection or 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 mid terraced house and offers the following accommodation:

Lounge, kitchen, three bedrooms and bathroom.

White goods are included within the tenancy save for a washing machine and tumble dryer, which are provided by the Tenant. The Tenant has replaced the carpets in one bedroom and on the stairs and landing.

Outside: Garden and off street parking for two cars.

The Property is in the commuter town of Borehamwood and is approximately 1.25 miles from Elstree and Borehamwood railway station, which is on the Thameslink mainline serving a number of central London stations. The A1 trunk road and other highway network is accessible from the Property.

Evidence

10. The parties completed the relevant MR1 (Tenant) and MR2 (Landlord) forms although the Tenant did not submit an MR3 (Tenant's reply) form.

The Tenant.

11. The Tenant considered the proposed rent of £1,950 pcm to be high and not supported by comparable evidence. They contended that the market rent was £1,700 pcm, which is the current rent they are paying. They contended that this is based on the condition of the Property and that the maximum rent for the area should be £1,800 pcm.

12. In relation to condition, the Tenant stated that they have suffered from longstanding disrepair and inadequate maintenance by the Landlord. They alleged that the Property has persistent damp and black mould, which they repeatedly cleaned and treated with anti-mould paint without success. Photographs showing mould on some windows were provided. The Tenant complained of broken or collapsed garden fencing, leaks outside the Property and recurring blockages to the toilet. They also stated that they have personally paid for various works, including repairing the garden fences and shed roof, bathroom repairs, replacing bathroom taps and replacing carpets. They state that no washing machine or other white goods were provided when they moved into the Property in 2009 and that they have consequently had to meet the costs of maintaining their own fridge and washing machine. They say that the Property has an old boiler, an inadequate or outdated gas and hot water system, an EPC rating of E, and that the Landlord failed to provide smoke and carbon monoxide alarms.

13. In relation to rental evidence, the Tenant provided the following comparables:

a) Essex Road, Borehamwood. A three-bedroom terraced house that was marketed in April 2025 at £1,850 pcm unfurnished. Only very limited details were provided, these do show a large garden, and that this property is described as having two reception rooms and one bathroom. No details of bedroom sizes or parking provision were provided.

b) The Campions, Borehamwood. A three-bedroom end of terrace house that was marketed in May 2025 at £1,799 pcm unfurnished. Only very limited details were provided but these show that the property appears to be an end of terrace house and has one reception room and one bathroom.

c) Borehamwood. A three-bedroom semi-detached house that was marketed in October 2024 at £1,800 pcm. The price was noted in the advertisement as having been reduced. No address and only very limited details were provided. This property does appear to have a large rear garden and front driveway parking.

The Landlord.

14. The Landlord maintained that the proposed rent of £1,950 pcm reflected market rates and was supported by their comparables.

15. In relation to condition, the Landlord disputes the Tenant's account, stating that reported maintenance issues were addressed promptly or referred to appropriate contractors and engineers, including British Gas. The Landlord denies that the property has suffered from persistent black mould and states that they have offered to arrange inspections and remedial works, but that the Tenant repeatedly failed to provide access. Regarding the fencing, the Landlord states that they personally replaced and painted the fence on the right-hand side, whereas the fence on the left belongs to the neighbouring property, and that the Tenant independently arranged replacement fencing at a cost of approximately £1,700 without authorisation, subsequently deducting the cost from the rent. The Landlord also disputes responsibility for the Tenant's toilet repair costs, explaining that the flushing mechanism was repaired only a few months earlier at a cost of approximately £245, but that the Tenant arranged the subsequent emergency repair without affording an opportunity for investigation or repair. Regarding appliances, the Landlord maintains that the washing machine and tumble dryer were never provided as part of the tenancy, but that the property was supplied with a Neff fridge, Bosch dishwasher, electric hob, oven and microwave, with the kitchen appliances covered by a British Gas HomeCare maintenance policy.

16. In relation to rental evidence, the Landlord provided the following comparables.

a) Lombardy Way, Borehamwood. A three-bedroom terraced house at £2,000 pcm. This property appears to have been constructed as a two-bedroom house with a converted garage providing the third bedroom. The floor area is said to be 90.9 sq.m. This property benefits from a conservatory, garden and off-street parking. It is approximately 2.5 miles from the subject Property.

b) Buckingham Road, Borehamwood. A three-bedroom, one-bathroom terraced house, with parking and garden access, at £2,000 pcm. This property was listed on 25 August 2026. It is approximately 0.5 miles from the subject Property.

c) Berwick Road, Borehamwood. A three-bedroom terraced house with a private rear garden and extended accommodation, at £2,250 pcm. This property was listed in July 2026. It is approximately 3 miles from the subject Property.

d) Oakfield Court, Borehamwood. A three-bedroom end-of-terrace house, advertised at £2,250 pcm, with a reception room, kitchen/diner, garden and driveway parking. It is approximately 1 mile from the subject Property.

e) Reston Park, Borehamwood. A three-bedroom semi-detached house with two double bedrooms and one single bedroom at £2,100 pcm. The webpage link provided by the landlord does not show the property. It is approximately 2.6 miles from the subject Property.

Determination and Valuation

17. The Tribunal took account of the submissions and evidence of both parties including as to the local area, condition of the Property and comparable properties.

18. 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.

19. Photographic evidence has been provided in relation to mould on window sills. The Tribunal considers that this is likely as a result of condensation in the

Property. Condensation is an issue in many properties and is a responsibility shared by the Landlord in providing a well-insulated property with adequate heating and the Tenant in ventilating the Property and mopping up any water condensate. It is not clear from the papers where responsibility for mould rests in this case. The Tenant states the heating boiler is old and the Landlord advises that when brought to their attention they have attended to instances of mould but access has not always been provided.

20. The Tenant's comparables are historic, dating back 18 months to 2 years and therefore unhelpful in establishing the open market rental value at the valuation date. They do support a rental valuation of similar style properties at around £1,800 pcm however more information would be needed as to room sizes, condition and parking provision. The Landlord's comparables are more up to date but only limited information was available of each; the Landlord provided weblinks but details of four of the five comparisons were no longer available to view on the date of the determination.

21. The Tribunal has very limited information about the subject Property and must do the best it can in these circumstances. The most reliable guide to the rent is the Lombardy Way comparison because details of the property can be viewed online. It was advertised for rent at £2,000 pcm and a letting was achieved. The Tribunal is mindful that the actual rent achieved may be that sum or less. That Property is in good decorative order with a full range of modern white goods. The Tribunal considers that this level of rent would be achievable for the subject Property were the issues with mould resolved. The Tribunal also takes account that the Tenant has supplied some of the white goods for the subject Property. The Tribunal has disregarded historical issues of disrepair relating to fencing and the toilet repairs, which appear to be resolved and not likely to influence the rental valuation at the date of determination.

22. Having regard to the size and location of the Property and relying on its own expert, general knowledge of rental values in the area, and the comparables provided by both parties, the Tribunal considers that the market rent of the subject Property would be in the region of £1,900 pcm. This is the rent we would expect the Property to be let for in the open market in its current condition.

Market rent **£1,900 pcm**

Undue hardship

23. 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.

24. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant stated that they are a single parent with two children, and that they have been recently diagnosed with cancer due to which they have been on long term sick leave with it being uncertain when they might return to work. The statutory sick pay averages £532 per month. The Tenant provided a screenshot of part of a bank statement evidencing this monthly income between April and July 2026. This does not present the full picture, however, because there is no evidence of other income nor expenditure. The Tenant also stated that Universal Credit is capped at £1,835 per month and will decrease significantly from August 2026. No evidence was provided of this.

25. The Tenant has not provided sufficient income evidence and has provided no expenditure evidence to support their claim. The Tribunal is therefore unable to make an assessment of affordability.

26. On the basis of the 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.

27. The Tribunal determines the new rent amount at £1,900 per calendar month with effect from 30 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

28. Therefore, the Tribunal determines the market rent at £1,900 per calendar month with effect from 30 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 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.