FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00BC/MRA/2026/0194**
Property	**:**	**12 Grangeway Gardens** **Ilford Middx IG4 5HN**
Applicant	**:**	**Syed Naeem Shah** **Zunaira Naeem (Tenants)**
Representative	**:**	**None**
Respondent	**:**	**Louise Tellett (Landlord)**
Representative	**:**	**Xchange Sales & Lettings (Agent)**
Date of Application	**:**	**25 July 2026**
Type of Application	**:**	**Determination of a Market Rent sections 13 &14 Housing Act 1988**
Tribunal Members	**:**	**N. Martindale FRICS** **S. King**
Date of Decision	**:**	**16 November 2026**
Rent Determined	**:**	**£2250 per calendar month**
Date of new rent start	**:**	**4 December 2026**

REASONS FOR DECISION

Background

1 A landlord's notice Form 4A, dated 28 May 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £2400 per calendar month in replacing a passing rent of £1800 pcm, with effect from 4 August 2026.

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2 At a date, prior to the effective date, under S.13(4)(a) Housing Act 1988 the tenant referred the landlord's notice proposing a new rent, to the Tribunal for determination.

3 The assured tenancy is now periodic calendar monthly.

Allocation of Repairs between Landlord and Tenant

4 As per S.11 Landlord and tenant Act 1985.

Landlord's Service Charges and Furniture provided and costs.

5 No furniture included. Landlord's white goods and a variety of other fixed floor finishes and coverings assumed.

Liability for Council Tax

6 Tenant.

Other relevant terms of tenancy

7 None

Inspection and Hearing

8 An inspection is not routinely carried out. The Tribunal is content that it has sufficient information on the Property, its condition and on comparables, from a combination of the written and any photographic representations received and from its own knowledge and specialist expertise. There was no oral hearing.

Property

9 There was no inspection. The Property is a mid terrace 1920's house. Fair faced brick walls at ground level, rendered first floor, small gable ended double pitched roof over front bay. Double pitched plain tiled main roof. (Google Streetview (August 2019).

10 The accommodation is: First floor, 3 bedrooms bathroom wc; ground floor, 2 living rooms, kitchen. There is gas fired central space and water heating and double glazed windows.

11 There is a rear garden, front yard for 2 cars and controlled on-street parking. Few if any of the original houses appear to have been sub-divided. The Property is in an established residential road being part of a large inter-war housing development mainly 3 bedroom houses in pairs or short terraces as here.

Evidence

12 The Tribunal received completed Form MR1 of 25 July 2026 from the tenant, with the landlord's notice in Form 4a. The Tribunal did not receive a later Form MR2 from the landlord, nor a Form MR3 reply from the tenant. Such documents collectively provided background to the Property and the letting. The Tribunal is grateful for such information as was provided by one or both of the parties.

Tenant

13 The tenant contested the form and content of the landlord's S.13 Notice and the new rent. The tenant felt that the rent should stay at £2000 pcm. The tenant said that the landlord's insertion of the wrong passing rent of £1800 pcm (rather than the actual passing rent of £2000 pcm) and the absence of the date of the last rent review in the Form 4a notice of rent increase, collectively invalidated it.

14 The Property did not appear to suffer from any shortcomings sufficient for the tenant to bring them to the attention of the Tribunal. The tenants did not refer to any of their own comparables.

Landlord

15 The Tribunal did not receive any representations from the landlord.

Law

16 In accordance with the terms of S.14 of the Act we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; but assuming that the Property to be in a reasonable internal decorative condition.

Validity

17 The tenant challenged the notice. The passing rent was well known to the tenant as was the date of the last review being beyond 52 weeks prior. The omissions did not prejudice the tenant, who was clear about the reality of both and drew both, helpfully, to the attention of the Tribunal. Their omissions were not fatal to the notice as served. The Tribunal found the notice was valid.

Valuation

18 From the Tribunal's own general knowledge of market rent levels in LB Redbridge, for a Property of this type and location, it determines that

the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £2,250 pcm, fully fitted and in good order. This is the rent we would expect the Property to let for in the open market, if it was in the same condition as comparable properties including landlord's white goods and floor coverings.

19 The Tribunal was not aware of any shortcomings at the Property sufficient to make an end allowance from this starting figure. The Tribunal determines the new market rent at £2250 pcm.

Undue Hardship

20 If undue hardship were shown then at most, the start date for the new rent could be delayed by a Tribunal up to 2 months, effective from the beginning of the next rent period following. Allowance for hardship from the rent increase, was sought by the tenant in their application but there was no supporting documentation to consider further. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

21 The new rent of £2250 pcm is to be levied from and including the start date of the next rent period falling due, which is 4 December 2026.

22 **Although the landlord is not obliged to charge this rent and may charge a significantly lower rent as a result of their own choice, policy, or governmental regulation; they may not charge more than this figure. Otherwise any further reduction in the figure, is a matter between the parties, only.**

Chairman N Martindale FRICS Date 16 November 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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 decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).