FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**LON/00BG/MNR/2025/0845**
Property	**:**	**First and Second floor flat, 236A Brick Lane, London E2 7EB**
Applicant (Tenant)	**:**	**Nalinee White**
Representative	**:**	**None**
Respondent (Landlord)	**:**	**Pixielink Limited**
Representative	**:**	**Pearl & Coutts Ltd (Anna Michael)**
Type of application	**:**	**Section 13(4) Housing Act 1988**
Tribunal members	**:**	**Mr D Jagger MRICS** **Mr O Miller**
Hearing Venue	**:**	**10 Alfred Place London WC1E 7LR**
Date of Reasons	**:**	**3 March 2026**

REASONED DECISION

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Decision of the tribunal

(1) Having heard evidence and submissions from the parties, considered all the documentation provided and inspected the property, the Tribunal determines that the rent that the property in its current condition as at 1 June 2025 might reasonably be expected to achieve under an assured tenancy is **£1, 760 per month.**

Background

1. The tenant states she has lived in the property as assured periodic tenant since 1990. The parties are unable to provide the Tribunal with a copy of the tenancy agreement.

2. On 9 April 2025 the landlord served a notice pursuant to section 13(2) of the Housing Act 1988 seeking to increase the rent from £1,404 per month to £1,950 per month, being an increase of £546 per month, effective from 1 June 2025.

3. By an application dated 27 May 2025, the tenant referred that notice to the Tribunal for a determination of the market rent. The Tribunal issued Directions for the conduct of the matter on 31 October 2025.

4. These reasons address in summary form the key issues raised by the parties. They do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal's view, are fundamental to the determination.

5. A hearing took place on the 30 January 2026 to determine this matter and the tenant sought an adjournment due to a recent family tragedy and the fact she was unable to instruct a barrister. The Tribunal considered and accepted this request and concluded there would be no prejudice to the landlord and the matter was set down for the 3 March 2026.

6. As a preliminary matter, the Tribunal had to consider whether it had jurisdiction to determine the case. This matter was not brought up by the tenant in her submissions. However, the Tribunal, were prepared to allow the tenant to present her case as the respondent did not oppose this argument.

7. The tenant argues that the landlords notice was invalid for two reasons. The first limb of this argument is that there is an error in the proposed notice of increase. The landlord's notice proposing a new rent is defective, as it as it does not appear to take effect at the commencement of a new period of the tenancy being the 10th of the month. This was the

historic date that the rent was paid. The effect of this error is that the notice is invalid, and this means that the proposed new rent is not payable from the date specified. The second challenge is that notice incorrectly states that in paragraph 3 the first rent increase date after 11 February 2003 is the 1 October 2005. This is incorrect.

8. The Tribunal considered this matter and concluded that it does have jurisdiction to determine this case. Section 13 of the Housing Act 1988 Act provides for increases of rent under assured periodic tenancies. By section 13(2), the landlord must serve on the tenant a notice in the prescribed form proposing a new rent to take effect at the beginning of a new period of the tenancy.

9. The Tribunal do not have a copy of the tenancy agreement, however based upon the previous decision in 2013, it was accepted that correct date was the first of the month. When questioned by the Tribunal, the tenant confirmed she pays her rent on the 1st. Secondly, Note 11 attached to the notice states that " *Unless the tenancy is a new one, or one of the exceptions mentioned in note 17 applies, you must insert in paragraph 3 of the notice the first date after 11 February 2003, on which rent is proposed to be or was increased under this statutory notice procedure. That date determines the date that you can specify in paragraph 4 of the notice"* Therefore the Tribunal considers this to be the correct date entered in the notice.

The Evidence

10. The Tribunal has before it a bundle of evidence which includes a background to the case, the application, the Directions, the completed reply statements on behalf of the parties. Photographs provided by the landlord. The landlord submitted a schedule of comparable lettings in the general area.

The Hearing

11. The hearing took place at 9.30 am on the 3 March 2026 and was attended by Nalinee White, and a good friend Mr Ceen. For the landlord we had Anna Michael and Ayesha Ali of Pearl and Coutts.

12. At the hearing each party was provided with the opportunity to outline their respective cases. The supporting documents set out a chronology of events and the condition of the property which on the whole is generally agreed between the parties and the Tribunal does not propose to provide the details in this decision. The parties were asked by the Tribunal to focus on the matters which affect rental value.

The Tenant's Case

13. The property was let unfurnished and over the years the property now requires refurbishment and decoration. There is gas central heating, the kitchen and bathroom fittings are dated, there is double glazing. The tenant states this is a historic building located in a Conservation area. Works have been undertaken to the property by the landlord's contractors without her permission. In addition, the has been entered into in the past. The property does not have an EPC or Local Authority license. Therefore, for these reasons she is of the opinion the maximum rent should be the current passing rent of £1,404 per month.

The Landlord's Case

14. The landlord contends that the comparable evidence provided in her statement provide verification that a rent increase to at least £1,950 is correct in the current market and is within the lower end of the range of comparable evidence. The landlord states that regular maintenance has taken place since the landlord acquired the building in 2012. The suspended timber flooring has been strengthened and a new boiler installed in 2020. Finally, it is confirmed the property has the appropriate Local Authority license and no significant repairs are required.

Inspection

15. The Tribunal inspected the property following the hearing on the afternoon of 3 March 2026 in the presence of the tenant and Mr Ceen. The property is a converted and extended first and second floor maisonette with vaulted ceilings forming part of a Victorian building with commercial premises on the ground floor. Accommodation comprises two bedrooms, living room, kitchen, bathroom. The property is located in a mixed residential and commercial area close to local amenities and station. In recent years, the area has become extremely gentrified and fashionable. It lies approximately half a mile from Whitechapel and Shoreditch High Street stations.

16. The windows are UPVC double glazed units and there is gas central heating. The kitchen and bathroom fittings are dated but functional. There is evidence of cracking to the plasterwork The entrance is secure; however the street scene is covered in graffiti.

The Law

17. The rules governing a determination are set out in section 14 of the Housing Act 1988. In particular, the Tribunal is to determine the rent at

which the property might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy, subject to disregards in relation to the nature of the tenancy (i.e. it being granted to a "sitting tenant") and any increase or reduction in the value due to the tenant's improvements or failure to comply with the terms of the tenancy. In the absence of any evidence to the contrary, the Tribunal has proceeded on the basis that the landlord is responsible for repairs to the structure, exterior and any installations pursuant to section 11 of the Landlord and Tenant Act 1985 and the tenant for interior decoration.

The Valuation

18. Having carefully considered all the evidence the Tribunal considers that the rent that would be achieved in a good marketable condition with reasonably modern kitchen and bathroom fittings, modern services, carpets, curtains and white goods supplied by the landlord would be **£2,200** per month. This figure is based upon the comparable evidence provided by the landlord, and the Tribunal's professional judgement and experience of rental values in the Brick Lane area.

15. Next, the Tribunal needs to adjust that hypothetical rent of £2,200 per month to allow for the dated kitchen and sanitary fittings and the cracked plaster.

16. The Tribunal has considered very carefully the information provided by the tenant and the findings during the inspection. Using its own expertise, the Tribunal considers that a deduction of 20% (£440) should be applied in order to take account of the above matters. This reduces the figure to £1,760 per month.

17. It should be noted that this figure cannot be a simple arithmetical calculation and is not based upon capital costs but is the Tribunal's estimate of the amount by which the rent would need to be reduced to attract a tenant.

18. On the 3 March 2026, following the hearing and inspection, the tenant provided the Tribunal with a letter which in effect makes an application to the Tribunal under s14(7). This provision allows the Tribunal to defer the date of increase to the date of determination if it appeared to the Tribunal that it would cause undue hardship to the tenant. In the letter, the Tenant has stated that she is in receipt of Universal Credit, combined with health problem, disability and receives a Personal Independence Payment. The Tribunal has great sympathy for the tenant but is unable to consider this request which is out of time. A clear timetable for the case management was set down by the Tribunal and this case was previously adjourned in order to provide the tenant sufficient time to prepare her case.

19. Therefore, the Tribunal directs the new rent of **£1,760 per month** to take effect on the **1 June 2025.** This, being the date of the landlord's notice.

D Jagger MRICS Valuer Chair **3 March 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 a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

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).

Appendix Housing Act 1988

14 Determination of rent by rent assessment committee.
(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy—

(a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;

(b) which begins at the beginning of the new period specified in the notice;

(c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and

(d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.

(2) In making a determination under this section, there shall be disregarded—

(a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;

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(b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement—

(i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or

(ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and

(c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.

(3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates or the following conditions are satisfied, namely—

(a) that it was carried out not more than twenty-one years before the date of service of the notice; and

(b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and

(c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.

(4)In this section "rent" does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture or for any of the matters referred to in subsection (1) (a) of

that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements....

(7)Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal ... shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.

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