



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference : **LON/00BG/MNR/2025/0910**

Property : **31 Arrow Road Bow London E3
3HE**

Applicant (Tenants) : **Anish Chowdhury and Rehana Akhter**

Representative : **Sonali Gardens Legal Advice Centre**

**Respondent
(Landlord)** : **Shaminur Rahman**

Representative : **None**

Type of application : **Section 13(4) Housing Act 1988**

Tribunal members : **Mr D Jagger MRICS
Mr O Miller**

**Date of Extended
Reasons** : **3 March 2026**

DECISION

Decision of the tribunal

The Tribunal determines that the rent that the property in its current condition as at the 7 May 2025 might reasonably be expected to achieve in the open market under an assured periodic tenancy is **£1,610 per month**.

Background

1. The tenants have lived in the property as assured periodic tenant since 2012 and the Tribunal were provided with a copy of the tenancy agreement which commenced on the 1 November 2014 for a term of 12 months at a rent of £1,400 per month. Therefore, this is a periodic assured tenancy.
2. The landlord served a notice pursuant to section 13(2) of the Housing Act 1988 on the 29 June 2025 seeking to increase the rent from £1,600 per month to £1,950 per month being an increase of £350 effective from 1 August 2025.
3. By an application dated 29 July 2025, the tenants referred that Notice to the Tribunal for a determination of the market rent.
4. By way of background to this case on the 15 May 2023 the Tribunal made a determination of £1,600 per month and issued Extended Reasons with the decision to the parties.

Evidence

5. The Tribunal has before it a bundle of evidence which includes a background to the case and the Directions. Each of the parties completed the Rent Appeal Statement and submissions were provided by the Tenants in connection with the condition of the property.

The Hearing

6. A hearing was held at 10.45 am on the 3 March 2026. The hearing was attended by the landlord Mr Shaminur Rahman and the tenant Anish Chowdhury accompanied by a close friend.

The Landlord's Case

7. The landlord contends that that rental levels for a property of this type is in the region of £2,400 per month a proposed rent increase to £1,950 takes into account the condition of the property and is the correct level of rent in the current market and is below the open market rent for properties of this type. The landlord has repaired the boiler recently. However, he states there have been issues with gaining access to inspect and carry out necessary maintenance. Further, he states there are 5 family members who occupy this 2 bedroom house and it is their lifestyle that is the cause of the damp and mould to the walls.

The Tenant's Case

8. The tenant confirms the property suffers from significant neglect, disrepair and lack of maintenance. There is severe damp and mould to the walls which is a health hazard particularly as Mr Akther is suffering from cancer. The rental value must reflect the poor condition of the property and therefore she considers there should not be any increase in rent whatsoever.
9. The Tribunal inspected the house in the afternoon of 3 March 2026 in the presence of the tenants. It was arranged that the landlord would attend the inspection but his time of arrival was detailed. Arrow Road is a quiet residential street with permit parking. It is approximately a third of a mile to Bromley by Bow station and half a mile to Bow underground station. Bus stops, local shops, restaurants and other local facilities are all within walking distance.
10. The subject property is a two-storey end terrace Victorian house with Externally the walls appeared to be of modern brickwork, the front door, windows and their surrounds were the originals. The roof was of pitched construction behind a parapet wall. The single glazed timber sash windows were in very poor decorative condition. Other than a very small area in the kitchen the original back addition was no longer part of the property as it had been developed together with the original rear garden into a two storey house at the rear.
11. Internally the accommodation which is centrally heated comprised on the ground floor a living room with bay window and a kitchen. There was evidence of significant damp to the right of the ground floor bay window and at a high level on the flank wall in the kitchen. There was exposed pipework and surface mounted wiring in the kitchen. There were a number of plaster cracks throughout the house.

12. The ceramic floor tiles on the kitchen floor had numerous cracks and are lifting. The threshold was suffering from rot infestation and the outside step was not securely fixed. The central heating boiler was fixed to the rear wall of the kitchen, the flue was to the side of the kitchen window. The back door opened onto a small light well bounded by the walls of the subject property and number 31a plus a six-foot-high wall to the walkway, This is the only private outside space. Moreover, it provided much poorer ventilation to the kitchen than the traditional rear garden being enclosed by two plus storey walls on three sides.
13. On the first floor there are two bedrooms. The bathroom is very small, and the wash basin is cracked, taps are dripping and the enamel was worn. The walls are covered with significant black mould.
14. Overall, the property is in very poor and basic condition with works of repair and maintenance required. These factors must be reflected in the rental value.

The Law

15. 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

16. Having carefully considered all the evidence the Tribunal considers that an achievable rent for the property in a good marketable condition with reasonably modern kitchen and bathroom fittings, modern services with carpets curtains and white goods provided by the Landlord would be **£2,300** per month. This figure is based upon the Tribunal’s professional judgement and experience in the Bow area in the absence of any comparable evidence provided by the parties.

17. Next, the Tribunal needs to adjust that hypothetical rent of £2,300 per month to allow for the matters considered above.
18. 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 30% (£690) should be applied in order to take account of the above matters. This reduces the figure to £1,610 per month.
19. 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.

Decision

20. The Tribunal therefore determined that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy in its current condition was **£1,610** per calendar month.
21. The Tribunal directs the new rent of **£1,610 per month** to take effect on the 1 August 2025. This, being the date set out in the Landlord's Notice of Increase.

Chairman: Duncan Jagger MRICS

Date: 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

<p>14 Determination of rent by rent assessment committee.</p> <p>(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—</p> <p>(a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;</p>
<p>(b) which begins at the beginning of the new period specified in the notice;</p> <p>(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</p> <p>(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.</p> <p>(2) In making a determination under this section, there shall be disregarded—</p> <p>(a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;</p>

(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.

