

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BB/MNR/2026/0328.
Property	1 George Peabody Street, London E13 9DE.
Tenant	Laudiceia Martins da Silva and John Daly
Tenant's Representative	In person
Landlord	Plaistow Holdings Sub Limited
Landlord's Address	8 Wilderton Road London N16 5QZ
Landlord's Representative	Crownfield Management Ltd
Date of Application	6 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Ms. A. Hamilton-Farey LLB, FRICS. Ms. A. Onigbode
Date of Decision	29 June 2026
Rent Determined	£1,600.00 per calendar month. Exclusive of Council Tax and Water Rates.
Date the new rent takes effect	20 May 2026

REASONS FOR THE DECISION

Background

1. On 19 March 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,600.00 per calendar month in place of the existing rent of £1,150.00 per calendar month with the increase to take effect from 20 May 2026.
2. On 6 May, the Tenants referred the Notice to the Tribunal for a determination of the market rent.
3. The assured shorthold tenancy commenced on 20 December 2016 for an initial term of 12 months.
4. The parties were asked to make submissions, including providing copies of any comparable evidence on which they wished to rely to support their view of rental value. The Tenants provided copies of photographs and made submissions. The Landlord provided submissions and detailed rental values of comparable properties they wished the tribunal to consider.
5. The Tenants' main submission was that the Notice of Increase was invalid because the new rent did not take effect from the period of the tenancy, which they say was the 1st of each month, due to the fact that that was the day on which they paid their rent. No comparables were provided, but the Tenants did provide photographs to demonstrate the condition of the property, which they say lacked repair and maintenance. They proposed that the market rent should be set at £1,208.00 per calendar month.
6. The Landlord disagreed with the Tenant's views on the period of the tenancy and provided details of rents for comparable properties on which they wished to rely. In particular, they relied on the rent for Flat 1, 100 Southern Row, London E13 9JD, where a rent of £1,600.00 per calendar month had been agreed on 12 May 2026, just a short period before the rent review for the subject property.
7. The Landlord had also offered to settle the matter by reducing the rent requested to £1,500.00 per calendar month, if the tenant did not proceed with the tribunal case. The Tenants refused this offer, and the tribunal therefore disregarded it.
8. Having considered all the evidence provided by the parties, the tribunal makes the determinations below:

Allocation of Repairs between Landlord and Tenant.

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

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

10. None.

Liability for Council Tax

11. 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, including the relevant date for rent review.

12. The tribunal was provided with a copy of the tenancy agreement. It is not disputed between the parties that the tenancy commenced on 20 December 2016. This was the start date of the tenancy, and the relevant date for any period for rent review under S.13 of the Housing Act 1988. The fact that the Tenants pay their rent on the 1st of each month does not change the relevant date of the tenancy, which the tribunal determines to be the 20th of the month.
13. The tribunal was therefore satisfied that the Notice of Increase was valid, and we proceeded to assess the rent.

Inspection/Hearing

14. Neither party requested an oral hearing or inspection. The tribunal has considered this case based on the papers provided by the parties and its own knowledge and specialist expertise.

The Property

15. The Property is a Ground Floor Flat offering the following accommodation:

One bedroom, living room, kitchen, bathroom/w.c. The property was let unfurnished.

Evidence

16. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenants did not submit any comparable evidence which they wished the tribunal to take into consideration, relying on their contention that the Notice of Increase was invalid.

The Landlord

17. The Landlord provided a table of comparable rents which they wished the tribunal to take into consideration. These included:

- a) Flat 1, 100 Southern Way, E13 9JD - £1,600 pcm, slightly smaller property than the subject, with tenancy signed on 12 May 2026.
- b) 2 Edwin House, London E13 - £1,675.00 pcm, tenancy signed 8 March 2026.
- c) 14 Samson House, £1,725.00 pcm – tenancy signed 30 January 2026.

The Landlord suggested that (a) was the most comparable property in terms of location, size and with a rent set very close to the rent review date for this tenancy.

Determination and Valuation

18. The tribunal finds that the three comparables provided by the Landlord are compelling, with that in Southern Way being the most useful, because of its size, location and recent rental agreement.
19. The tribunal also considers that the Tenants were given an opportunity to provide their own comparable evidence but chose not to do so.
20. In addition to the Landlord's evidence, we rely on our own general knowledge of rental values in E13 and find that £1,600.00 is the rent at which the subject property would be let on the open market with a willing Landlord and Tenant, taking into consideration the current condition and terms of tenancy.

Undue hardship

21. The new rent takes effect from the date specified in the Landlord's Notice of Increase unless that would cause undue hardship to the tenant. In cases of undue

hardship, the Tribunal has discretion to fix a later starting date up to the date the Tribunal makes its determination.

22. The Tenants submitted in their reply form that there was no undue hardship in this matter, and therefore the Tribunal finds that the market rent of £1,600.00 should not be discounted to reflect hardship.

Decision

23. Therefore, the Tribunal determines the market rent at £1,600.00 per calendar month with effect from 20 May 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.