

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BG/MRA/2026/0039
Property	Flat 38 Trinity Tower, 28 Quadrant Walk, London, E14 9JW
Tenant	Mumtaz Khalid, Mehwish Khalid & Mohammad Shah
Tenant's Representative	N/A
Landlord	Letzdream Foundation
Landlord's Address	c/o Swan House, 203 Swan Road, Hanworth, Middlesex, TW136LL
Landlord's Representative	LiFE at Parliament View Limited
Date of Application	17 June 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Ms S Beckwith MRICS Ms O Awotesu
Date of Decision	12 August 2026
Rent Determined	£3,450 per calendar month
Date of Valuation	18 July 2026
Date the new rent takes effect	18 August 2026

REASONS FOR THE DECISION

Background

1. On 14 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £3,600 per calendar month (pcm) in place of the existing rent of £3,300 pcm to take effect from 18 July 2026.
2. On 17 June 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy commenced on 18 December 2020. 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 curtain and white goods specified below) and the costs relating to the same.

5. The Property was let furnished with beds, wardrobes, sofa, dining table and chairs.

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. N/A

Hearing

8. Neither party requested 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 Tenant provided dimensions of the Property and photographs.
10. The Property is an 11th floor flat in a modern development, offering the following accommodation:

Property: three bedrooms (two with en-suite shower rooms), one bathroom, a reception/dining room, an open plan kitchen.

Outside: a private balcony

The Property benefits from double glazing and heating/hot water via a Heat Interface Unit. The Landlord supplied the white goods and floor and window coverings.

The Property is situated on the Isle of Dogs in Canary Wharf. Crossharbour and South Quays DLR stations are within half a mile of the Property.

Evidence

11. The parties completed the relevant MR1 (tenant), MR2 (landlord) and MR3 (tenant's reply).

The Tenant

12. The Tenant made the following comments:
 - a) The bedroom carpets are worn and fraying.
 - b) The kitchen unit laminate is peeling and some unit doors have been replaced, so they are mismatched.
 - c) Only one of four downlights work in one of the en-suites due to an electrical fault.
 - d) The building had a concierge when the tenancy began in 2020 but this was withdrawn in 2022. There have since been security issues in the building which have been reported to the managing agents.
 - e) The Tenant replaced a damaged bed and the sofa.

- f) A water leak in the kitchen was ongoing for three years. It has now been fixed but caused damage to the floor.
 - g) Some of the window blinds are damaged.
13. A log of maintenance issues was provided, showing the time taken for issues to be resolved.
14. The Tenant provided the following comparables:
- a) Talisman Tower – let agreed at £3,800 pcm on a 937 sq ft flat. The development has a 24 hour concierge, gym, sauna/steam room, cinema and sky lounge.
 - b) Talisman Tower – let agreed at £3,791 pcm on a 923 sq ft flat.
 - c) Heritage Tower – let agreed on a 1,191 sq ft flat at £3,750 pcm. The development has a 24 hour concierge, gym, landscaped gardens and playground.
 - d) Horizon Tower – let agreed in November 2025 at £3,300 pcm. Three bed, two bathroom flat in a building with concierge and gym.
 - e) 31 Millharbour – let agreed in August 2024 at £3,250 pcm. Three bed, one bathroom flat.
 - f) Talisman Tower – let agreed at £3,250 pcm for three bedroom, two bathroom flat.
 - g) Indescon Square – let agreed at £3,250pcm for three bed flat in a building with a concierge.
 - h) Pier Street – let agreed at £3,250 pcm on a three bed, two bathroom flat.
 - i) Equinox Square – a three bedroom, two bathroom flat being marketed at £3,200 pcm.
 - j) Millharbour – a three bed, one bathroom flat being marketed at £3,445 pcm in April 2026.
 - k) Indescon Square – a three bed, three bath flat being marketed in February 2026 at £3,250 pcm. The building has a concierge.
 - l) Queensbury House – a three bed, two bathroom flat being marketed at £2,950 pcm in June 2026. The building does not have a concierge.
15. The Tenant commented that the first three comparables were presented by the Landlord and are superior, being newer and with better amenities, including concierge and gym. No dates for the lettings were provided.
16. The Tenant confirmed their opinion that the market rent is £3,300 pcm.

The Landlord

17. The Landlord indicated it did not agree with the Tenant's description of the Property, but did not provide any comments or alternative evidence.

18. The Landlord provided a Best Price Guide for properties within 0.25 of the Property, which had been marketed between 1 January and 2 July 2026. This lists three bedroom flats which were available at between £3,445 and £3,792 pcm. The Landlord submitted that they could now rent the Property at £3,900 pcm due to the summer period.

Determination and Valuation

19. The Landlord did not provide any evidence of completed comparable transactions. The Tenant provided information in table format, some of which suggest the properties have been let, but without supporting evidence. Some of the completed transactions were historic and some had no confirmation of the date of transaction. The Tribunal therefore placed only limited weight on these transactions.
20. Relying on its own expertise and general knowledge of rental values in the area, and the information provided by the Landlord and the Tenant, the Tribunal considers that the market rent of the subject Property would be in the order of £3,450 pcm.
21. The Tribunal has taken into account the configuration, specification and condition of the Property in arriving at the level of rent achievable in the open market set out above and therefore makes no further adjustments.

Undue hardship

22. 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.
23. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship because Mumtaz Khalid receives Universal Credit and Personal Independence Payments and over the last five years, the rent has increased far faster than inflation. No evidence was provided.
24. The Landlord did not respond to the Tenant's application for postponement due to hardship.
25. As a result of our decision the rent will increase by £150 per month. The Tenant made comments about the personal situation of one of the three joint tenants.

No evidence was provided about the overall financial situation of the household. On the basis that no supporting evidence was supplied by the Tenant, the Tribunal considers that undue hardship has not been demonstrated and does not fix a later starting date.

Decision

26. The Tribunal determines the new rent amount at £3,450 per calendar month with effect from 18 August 2026 as this is lower than the proposed rent of £3,600 per calendar month.

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 (rule 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.