	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BG/MRA /2026/0025
Property	Flat 32, 28 Ensign Street, London E1 8BJ
Tenants	Olga Kondaurova
Tenant's Representative	N/A
Landlord	L&Q PRS Co Limited (Gintare.miclulyte@metraliving.co.uk)
Landlord's Address	29-35 West Ham Lane, Stratford, London, E154PH
Landlord's Representative	None
Date of Application	9 June 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr D Jagger MRICS
Date of Decision	7 September 2026
Rent Determined	£1950 per calendar month
Date the new rent takes effect	7 September 2026

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REASONS FOR THE DECISION

Background

1. On 18 May 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2075 per calendar month in place of the existing rent of £1950 per calendar month to take effect from 17 July 2026. This being an increase of £125 which equates to approximately 6.4%.

2. On 9 June 2026, under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.

3. The tenancy is an assured shorthold tenancy granted to the Tenant by an agreement dated 10 July 2025 at a rent of £1950 per calendar month payable in advance. The rental period is monthly, and the tenancy was for a period of 12 months. Therefore, this is an assured periodic agreement.

4. The Landlord's notice was served after the 1 May 2026. The Tribunal has accordingly determined this reference under sections 14 of the Renters' Rights Act 2025.

5. The applicant is now in receipt of a second Section13 Notice dated 4 September 2026. This second notice proposes a materially different rent increase and more confusing the name of the Landlord is different. The original notice names L&Q PRS Co Limited, whereas the later notice names Joseph Ensign Ltd, with Joseph Target Ltd trading as Metra Living identified as the agent. For completeness, the Tribunal does not have jurisdiction over this second notice and Tribunal's determination will override the new S13 Notice.

Allocation of Repairs between Landlord and Tenant.

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

7. The Tenant is responsible for internal decoration and for some minor repairs.

Services Charges or furniture provided by Landlord

8. Service charges are not payable by the Tenant for the Property.

9. No furniture provided by the Landlord. (White goods included)

10. The rent is exclusive of charges for utilities.

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.

Inspection/Hearing

12. Neither party requested an oral hearing or an inspection of the Property, and both parties agreed to the application being determined without either. 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

The property is a purpose built eighth floor flat forming part of a high-rise block. The accommodation comprises living room/kitchen, bedroom, utility rooms and bathroom. The property has an EPC of B which is above average. The stated floor area is 51m2.

The block has brick elevations under a flat roof. There is no allocated parking.

The Property benefits from double glazing, gas central heating and floor coverings.

The Property is located in a mixed commercial/residential area on the corner of The Highway in central London E1.

Evidence

13. The Tenant returned the Tribunal's reply forms floor plan, comparable evidence and helpful photographs. The Landlord did not engage with this process and looking at the correspondence there is a question mark whether the correct member of staff received the application and bundle of documents.

The Tenant.

14. The Tenant made the following comments:

    a) Recurrent heating and hot water performance failures each year.

b) Persistent mould, linked to significant building defects including communal pipe leaks, inadequate drainage causing rainwater overflow, and repeated sewage pipe bursts. These issues have been addressed late on multiple occasions, with limited support from the landlord.
c) Extended lift outages, creating health and safety concerns and affecting fire evacuation.
d) Building security incidents, including matters requiring police involvement
e) Ongoing waste management failures in communal areas.
f) Data provided by the ONS calculates annual rental increase in London 3%-4%
g) The block does not have a concierge or leisure facilities.
h) The Tenant provided details of six flats to let in the area advertised on various property web sites:

A schedule of 6 properties considered to be comparable.

George Leybourne House, Fletcher Street E1	1 bed flat	£1755 pcm
Sapphire Court, Ensign Street, E1	1 bed flat	£2000 pcm
Waterman House, New Garden Quarter E14	1 bed flat	£2150 pcm
Alboran Apartment, Seven Sea Gardens E3	1 bed flat	£1850 pcm
Cable Street, London E1W	2 bed flat	£2200 pcm
Dock Street, Tower Hill, E1	1 bed flat	£1842 pcm

i) For these reasons the Tenant is of the opinion the current rental value should be £1,900.

The Landlord

15. The Landlord has not made any comments:

Determination and Valuation

16. Section 14 of the Housing Act 1988 requires the Tribunal to determine the rent at which it considers the Property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy, on the terms of the

subject tenancy other than as to rent, and disregarding the matters set out in section 14(2). Those disregards include any effect on the rent attributable to the fact that the Tenants are sitting tenants, and any increase in value attributable to a relevant improvement carried out by the Tenants.

17. The Tribunal is grateful to the Tenant for the comprehensive evidence she has provided.

18. Relying on its own expert, general knowledge of rental values in the Aldgate East area together with the comparable evidence provided by the Tenant the Tribunal considers that the market rental of the subject property modernised and in good condition would be in the order of £2075 per month. This is the rent we would expect the property to let for in the open market including having white goods and curtains provided by the landlord.

    From this level of rent, based on the evidence the Tribunal has made the following adjustments in relation to the following:

    a) Persistent mould, linked to building defects including communal pipe leaks, inadequate drainage causing rainwater overflow, and repeated sewage pipe bursts.
    b) Ongoing waste management failures in communal areas.
    e) Recurrent heating and hot water performance failures each year.

19. The Tribunal has considered very carefully this information and using its own expertise considers that a deduction of £125 should be applied in order to take account of the of the above matters. 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.

    The full valuation is shown below:

Starting Rent	£2075 pm
Less	
a) Items given under a)-e) above	£125
Market rent	£1950 pm

Decision

20. Therefore, the Tribunal determines the market rent at £1950 per calendar month with effect from 7 September 2026.

21. The authority for the Tribunal to set the date when a new rent takes effect now comes from Section 14(A1) and the related determination provisions in the Renters' Rights Act 2025 (which amends the Housing Act 1988). Therefore, the new rent takes effect from the date of this decision.

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.