



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

Case Reference	:	LON/00BG/MNR/2026/0143
Property	:	Flat 23, Dorrington Point, Bromley High St., London E3 3EL
Applicant	:	Rehana Khanam & Monirul Karim (Tenants)
Representative	:	None
Respondent	:	Poplar HARCA Projects Ltd. (Landlord)
Representative	:	Poplar Housing & Regeneration Community Association Ltd. (Agent)
Date of Application	:	16 March 2026
Type of Application	:	Determination of a Market Rent sections 13 &14 Housing Act 1988
Tribunal Members	:	N. Martindale FRICS S. Greer
Date of Decision	:	14 September 2026
Rent Determined	:	£400 per week
Date of new rent start	:	6 April 2026

REASONS FOR DECISION

Background

- 1 A landlord's notice was served under Section 13(2) Housing Act 1988 proposing a new rent of £383.07 pw in place of the passing rent of

£365.52 pw, to take effect from 6 April 2026. This new rent figure included a fixed service charge of £35.64 pw.

2 At a date, prior to the effective date, under S.13(4)(a) Housing Act 1988 the tenant referred the landlord's notice proposing a new rent, to the Tribunal for determination.

3 The assured tenancy is now periodic weekly.

Allocation of Repairs between Landlord and Tenant

4 As per S.11 Landlord and Tenant Act 1985.

Landlord's Service Charges and Furniture provided and costs.

5 There was a fixed separate service charge included within the rent. No furniture. Carpets and floor coverings were left over from the last tenant and in some areas worn or infested. Tenant provided the usual white goods in the kitchen.

Liability for Council Tax

6 Tenant.

Other relevant terms of tenancy

7 None

Inspection and Hearing

8 An inspection is not routinely carried out. The Tribunal is content that it has sufficient information on the Property, its condition and on comparables, from a combination of the written and any photographic representations received and from its own knowledge and specialist expertise.

Property

9 There was no inspection. The Property is located within a medium rise tower block built in the 1960's recently refurbished, located in LB Tower Hamlets. The Property is at sixth floor level, it has stairs and lift access from the ground floor. Accommodation is two bedrooms, living room, bathroom/ wc, kitchen, small balcony. There are communal landings stairways and outside yards maintained by the landlord.

10 The Property is located in a large Building – Dorrington Point near extensive provision of other lower and high rise social housing blocks in an established residential area. A new building with multiple residential units had recently been under construction adjacent. (Google Streetview September 2025). There are on street parking restrictions around the Building.

- 11 The Building is finished to new cladding, it appears, recently installed. It is unclear if additional work is to be undertaken by the Building owner. It appears in good external condition. The main roof over appears flat but is completely hidden at ground level. Window glass is double glazed. There is electrically powered central space and water heating.

Evidence

- 12 The Tribunal received completed Form Rents 1 dated 16 March 2026 from the tenant and Form Rents 1b, the tenants response. The Tribunal received the Form Rents 1a from the landlord. It is grateful for such information as was provided by one or both of the parties and in particular from attendance at a hearing, that was requested.

Hearing

- 13 The Tribunal held a hearing by video link on 14 September 2026. The tenant attended as did representatives of the landlord. The tenant was able to elaborate on the materials provided in their prior written representations to the Tribunal.

Tenant

- 14 The tenant did not contest the form or content of the landlords S.13 Notice but, did contest the new rent. In their form the tenant stated that the passing rent was £365.52 pw. The tenant felt that the rent should be lower but did not specify a figure. The tenant said that: The Property was in disrepair; water leaks from the flat above; the bathroom basin blocked; carpet and some walls were damp damaging plaster finishes. Photographs were provided in support of the various items of damage referenced by the tenant. The tenant suffered from daytime construction noise next door, while working nights.
- 15 The tenant stated that communal services provided were inadequate, that the lift has been broken down in December/ January 2026. The tenant had complained about the poor quality of floor finishes and sought the landlord to provide new laminate flooring finishes. The tenants were reluctant to use the space heating on account of its cost.

Landlord

- 16 The Tribunal received completed Form 1a from the landlord. It explained the annual increase that was being made to the rent at the Property as limited, because of Government regulation in the housing association's annual rent changes. The landlord attended and confirmed that additional restrictions that applied to the change of rents for some of its other lettings (whilst did not strictly apply here) had been adopted, meaning their proposed increases had diminished.

Law

- 17 In accordance with the terms of S.14 of the Act we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; but assuming that the Property to be in a reasonable internal decorative condition.

Valuation

- 18 From the Tribunal's own general knowledge of market rent levels LB Tower Hamlets for a Property of this type, location, size, features and services available and in this Building of which they form part; the Tribunal determines that it would let on normal Assured Periodic Tenancy (APT) terms, for £425 pw, fully fitted and in good order. This would reflect any service charge as included in that figure.
- 19 The Tribunal noted the inadequate floor finishes and lack of white goods from the landlord and made a small allowance to the rent level to reflect these, at £25 pw. The Tribunal therefore determines the new market rent at £400 pw.

Undue Hardship

- 20 At most, the effective start date for the new rent would be delayed to the date of the decision (as the Notice predates the changes made by the Renters Rights Act 2025). Application for an allowance for hardship from this increase in the rent was made but, no supporting documents were provided by the tenant to show that any hardship resulting from the uplift in rent would be *undue*. Therefore no change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

- 21 The starting date of the new rent of £400 pw to be levied, is from and including 6 April 2026.
- 22 **Although the landlord is not obliged to charge this rent and may charge a significantly lower rent as a result of their own choice, policy, or governmental regulation; they may not charge more than this figure. Otherwise any further reduction in this figure on what is levied, is a matter between the parties, only.**

Chairman N Martindale FRICS

Date 14 September 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 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 decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

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).