FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	LON/00AB/MRA/2026/0086
Property	:	Flat 9 Bower House Whiting Avenue Barking IG11 8JS
Applicant	:	Lal Mollah & Sirina Akter (Tenants)
Representative	:	Shilbi Rahman
Respondent	:	Kunval Mehar (Landlord)
Representative	:	Exchange Sales & Lettings Ltd. (Agent)
Date of Application	:	8 July 2026
Type of Application	:	Determination of a Market Rent sections 13 &14 Housing Act 1988
Tribunal Members	:	N. Martindale FRICS M. Lynch
Date of Decision	:	9 October 2026
Rent Determined	:	£2000 per calendar month
Date of new rent start	:	4 November 2026

REASONS FOR DECISION

Background

1 A landlord's notice FORM 4A, dated 8 July 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £2000 per calendar month in replacing a passing rent of £1700 pcm, with effect from 4 August 2026.

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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 calendar monthly.

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 No furniture. No services. Landlords white goods and various floor finishes assumed.

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. There was no hearing.

Property

9 There was no inspection. The Property is within a 1950's 4 level residential block of maisonettes (the Building) in an established residential estate largely of existing and former social housing consisting of houses, low and medium rise residential blocks. (Google Streetview March 2022).

10 The Building walls are finished to tan/ brown brick. There is free use of communal access ways, landings, lifts etc.. There is unrestricted street parking but, no obvious off street parking.

11 The Property is on the second and third floor. There are 3 bedrooms, bathroom and likely a kitchen though not mentioned. Windows are double glazed. There is a centralised water and space heating system.

Evidence

12 The Tribunal received completed Form MR1 of 8 July 2026 with the landlord notice in Form 4a. Later the reply Form MR2 came from the landlord both providing some background to the Property and the letting. The Tribunal did not receive any Form MR3. The Tribunal is grateful for such information as was provided by one or both of the parties.

Tenant

13 The tenant did not contest the form or content of the landlord's S.13 Notice but, did contest the new rent. The tenant indicated it should be £1800 pcm. The Tribunal did not receive any comparable details. The tenant referred in passing to defects at the Property but, gave no further details. The tenant included some photographs of damp and mould in a corner of a wall/ ceiling at the Property. There were no labels or context.

Landlord

14 The landlord's agent provided brief details of: 1. A better quality 3 bedroom flat accommodation seeking between £2300 to £2400 pcm. 2. A more basic 3 bedroom accommodation, as at the Property at a range of £1950 to £2100 pcm: 3. As a check some smaller 2 bedroom flats between £1650 to £1850 pcm. In particular they referenced similar 3 bedroom flats (each with 2 bathrooms) at: 1. Hepworth Gardens at £2450 pcm. 2. Tide Street at £2400 pcm. The landlord referred to the lack of any reported defects at the Property.

Law

15 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

16 From the Tribunal's own general knowledge of market rent levels in LB Barking and Dagenham having regard to each party's comparable material, preferring those from the landlord (of 3 bedroom flats and maisonettes); for a Property of this type and location, it determines that it would let on normal Assured Periodic Tenancy (APT) terms, for £2000 pcm, fully fitted and in good order. This is the rent we would expect the Property to let for in the open market, if it was in the same

condition as comparable properties including landlord's white goods and floor coverings.

17 The Tribunal finds no defects at the Property significant to affect the rent. It makes no adjustment to the starting figure and therefore determines the new market rent at £2000 pcm.

Undue Hardship

18 At most, the start date for the new rent could be delayed by a Tribunal by up to 2 months, effective from the beginning of the next rent period following, if undue hardship were shown by the tenant. It does not affect the market rent level itself. Allowance for hardship from this increase in the rent was sought by the tenant in their application, but no supporting details were provided. The Tribunal makes no change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

19 The new rent of £2000 pcm is to be levied from and including the start date of the next rent period falling due, which is 4 November 2026.

20 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 9 October 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).