	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00AB/MRA/2026/0245**
Property	**Flat 30, 249 High Road, Chadwell Heath, Essex RM6 6AS**
Tenants	**Afif Rahiman & Samiha Khatun**
Tenant's Representative	**N/A**
Landlord	**Chadwell Heath Limited**
Landlord's Address	**c/o 1 High Road, Chadwell heath, London, RM6 6PX,**
Landlord's Representative	**Ashton Estate Agents**
Date of Application	**2 August 2026**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mr D Jagger MRICS** **Mr K Beheshtizadeh**
Date of Decision	**30 October 2026**
Rent Determined	**£1,600 per calendar month**
Date the new rent takes effect	**30 October 2026**

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REASONS FOR THE DECISION

Background

1. On 25 June 2026, the Landlord's agent served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1700 per calendar month in place of the existing rent of £1650 per calendar month to take effect from 30 October 2026. This being an increase of £50 which equates to approximately 3%.

2. On 2 August 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 Tenants by an agreement dated 30 June 2025. The Tribunal is unaware of the terms of this agreement as a copy was not included within the bundle of evidence. It is assumed the rental period is monthly, and this is now an assured periodic agreement.

Allocation of Repairs between Landlord and Tenant.

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

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

Services Charges or furniture provided by Landlord

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

7. The property is let partly furnished including built-in kitchen units, integrated oven, fridge freezer, washing machine, bed frame, wardrobe, fabric sofa, dining table and matching dining chairs, television.

Liability for Council Tax

8. 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.

None

Inspection/Hearing

9. The parties did not request a hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

10. The Tenant requested the Tribunal to carry out an inspection of the property. In a decision dated 29 September 2026 the Tribunal determined such an inspection was not proportionate.

The Property

11. The property is a first floor purpose built flat forming part of a three storey block with brick elevations and a flat roof. The block is set behind gates, and no allocated parking is provided.

12. The accommodation comprises: living room/kitchen, bedroom, balcony and bathroom, The windows are double glazed; there is a gas central heating system, floor coverings and white goods in the kitchen. The property has an EPC Rating of B which is above average and a stated floor area of 52m2. The Property is located in a mixed residential area convenient to local amenities and Chadwell Heath station.

Evidence

13. The parties provided comprehensive written statements together with helpful photographs and floor plan and inventory report. The landlord produced comparable evidence of the marketing of one bedroom flats in the block.

The Tenant.

14. The Tenant made the following comments:

    a) The condition of the block has deteriorated, refuse bins are overflowing,
    b) The safety security, cleanliness of building and overall management is very poor.
    c) The photos and video evidence show severe graffiti and vandalism to the common parts.
    d) The estate management is poor.

The Landlord

a) The proposed rent increase of 3% is modest and fully supported by current market evidence. A one bedroom flat in the same block, identical in layout and condition, was recently let at £1,700 per month.
b) Further comparables in the immediate area include a one bedroom property on High Road let at £1,750 per month and a one-bedroom property on Wellwood Road let at £1800 per month both in a lesser condition than the subject property.
c) A Rightmove Best Price Guide showed evidence of 13 one bedroom flats being marketed within a three-mile radius at a range of £1600-£1800 per month.

Determination and Valuation

15. 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 Tenant.

16. **The Post-May 2026 Framework:** Following the implementation of the Renters' Rights Act on **1 May 2026**, most private tenancies in England automatically converted into or were created as assured periodic tenancies. Under this framework, the Section 13 process is now the only statutory route for a Landlord to implement a rent increase on these tenancies.

17. The Tribunal is grateful to both parties for the written statements and the comparable evidence provided by the Landlord's agent.

18. We were shown compelling photographs and video evidence of the severe damage to the common parts caused by vandalism and graffiti. This must effect the marketability of the flats in the block and ultimately the rental values being achieved.

19. The comparable evidence relied upon by the Landlord consists of advertised asking rents rather than achieved rents. Asking rents are of assistance in establishing the tone of the market but they are not conclusive, since a property may in the event let at a figure above or below the rent at which it was advertised.

20. Relying on its own expert, general knowledge of rental values in the Chadwell Heath area, the Tribunal considers that the market rental of the subject property, modernised and in good condition would be in the order of £1700 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.

21. From this level of rent, the Tribunal has made the following adjustments in relation to the following:

    a) Damage to the common parts caused by vandalism and graffiti

22. The Tribunal has considered very carefully this information and usings its own expertise considers that a deduction of £100 should be applied in order to take account 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	£1,700
Less	
a) Items given under a)-d) above	£100
Market rent	**£1,600 pcm**

Determination and Valuation

Undue hardship

23. The new rent takes effect from the date of this decision unless that would cause undue hardship to the Tenants. In cases of undue hardship, the Tribunal has a discretion to fix a later starting date up to 2 months beyond the date a Tribunal makes its determination.

24. The Tenant has stated that any proposed rent increase would cause undue hardship. The tenant commented any proposed increase would still represent an additional ongoing financial commitment. He would therefore experience financial hardship if a proposed rent increase were applied. In this case, the Tribunal have determined the rental value is less than the current passing rent. This determination does not propose an increase in the rent.

Decision

25. 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.

    The Tribunal determines the market rent at **£1,600** per calendar month with effect from 30 October 2026 being the date of the Tribunal's 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.