	**FIRST - TIER TRIBUNAL** **PROPERTY CHAMBER** **(RESIDENTIAL PROPERTY)**
Case Reference	**LON/00BB/MNR/2025/0837**
Property	**Flat 4, 122 Maryland Street, London, E15 1JD**
Tenant	**Paulina Madej**
Landlord	**Habib Choudhury**
Landlord's Address	**3a Lyndhurst Rise, Chigwell, Essex, IG7 5BB**
Landlord's Representative	**Archstone Solicitors**
Date of Application	**11 April 2025**
Type of Application	**Determination of a Market Rent sections 13 & 14 of the Housing Act 1988**
Tribunal Members	**Mrs E Ratcliff MRICS** **Mr P Morris FRICS**
Date of Decision	**4 November 2026**
Rent Determined	**£1,120 per calendar month**
Date the new rent takes effect	**4 November 2026**

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REASONS FOR THE DECISION

Background

1. On 28 February 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988, which proposed a new rent of £1,600 per calendar month (pcm) in place of the existing rent of £650 pcm to take effect from 13 April 2025.

2. On 11 April 2025, under Section 13(4)(a) of the Housing Act 1988 (the 1988 Act), the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.

3. An assured tenancy commenced on 13 September 2010 for a term of 12 months. At the end of the fixed term, the Tenant held over under a statutory periodic tenancy, created on 13 September 2011. The rental period is monthly.

4. The Tenant is Paulina Madej and the Landlord is Habib Choudury.

5. The Tribunal determined the market rent on 27 November 2025. The Landlord subsequently sought permission to appeal that determination to the Upper Tribunal. By a decision dated 6 August 2026, the Upper Tribunal set aside the Tribunal's decision and remitted the matter for redetermination by a differently constituted panel.

Allocation of Repairs between Landlord and Tenant.

6. 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.

7. Flat 4, 122 Maryland Street, London, E15 1JD ("the property") is let part-furnished. The Landlord provided a double bed with mattress and two double wardrobes. The Tenant had provided a mattress topper, bed-side stand, table and chair and two chests of drawers.

Liability for Council Tax and Utilities

8. The Landlord is responsible for the payment of council tax, water rates, and electricity in respect of the property but not provision of broadband/WiFi. The rent determined is therefore inclusive of council tax, water rates, and electricity.

Inspection/Hearing

9. A hearing was held on 9 October 2026 at 10 Alfred Place, London. An inspection took place later the same day. The Landlord and the Tenant both attended the hearing and inspection. The Tribunal has therefore considered this case on the basis of written submissions, oral submissions made at the hearing and an inspection, along with its own knowledge and specialist expertise.

Preliminary issues – Jurisdiction

10. The Tenant raised two preliminary jurisdictional issues relating to the validity of the Landlord's section 13 notice. Firstly, the Tenant submitted that the notice had been served by solicitors said to be acting for the Landlord, and yet there was a strict legal requirement for the Landlord to serve such notices. The Tenant argued that Habib Choudhury was not the legal owner of the property, and therefore not the Landlord for the purpose of the notice. In support, the Tenant referred the Tribunal to sections 13 and 45 of the 1988 Act, the latter of which defines a landlord as:

> "*any person from time to time deriving title under the original landlord and also includes, in relation to a dwelling-house, any person other than a tenant who is, or but for the existence of an assured tenancy would be, entitled to possession of the dwelling-house*".

11. The Landlord, Habib Choudhury, explained that the building was registered in the name of his brother but that there was a deed of trust between them, which meant that they effectively jointly owned the property. Habib Choudhury collects the rent and then reimburses his brother for his share of the rent.

12. When determining jurisdiction, the Tribunal had regard to Guidance Note 13, which forms part of the prescribed form and allows for someone acting on behalf of the Landlord or, where there are joint landlords, for one to sign on behalf of the other(s):

> *"13 You or your agent (someone acting on your behalf) must sign and date this notice. If there are joint landlords, each landlord must sign unless one signs on behalf of the rest with their agreement. The signature does not have to be hand-written if, for instance, the form is being printed or if you wish to use a laser or autosignature."*

13. The second issue raised by the Tenant was the accuracy of the address given in the notice, which was not the same as that contained in the tenancy agreement. The notice gave the address as Flat 4 and noted that the property was formerly known as Flat D. However, the Tenancy Agreement referred to Flat C. The

Tenant submitted that there was a strict requirement for the notice to be accurate and that any errors would make the notice invalid. The flat has been known as Flat 4 since 2023 when the communal areas and the other flats were refurbished. When asked, the Tenant confirmed that she referred to the flat, and gave her address as, Flat 4.

14. Following the decision in Mooney v Whiteland [2023] EWCA Civ 67, the Tribunal takes the view that it cannot make a decision on the issue of the validity of the notice which is binding for all purposes. However, it is entitled to decide whether it is satisfied that it has jurisdiction. The Tribunal has therefore considered the issues raised by the Tenant insofar as necessary to determine whether it has jurisdiction to assess the proposed rent.

15. In this case, the Tribunal is satisfied that it does have jurisdiction. The notice was correctly served and signed by Archstone Solicitors, solicitors acting on behalf of the Landlord(s). Appropriate deletions had been made to the front section of the notice, making it clear that they were the "Landlord's Agent". The Tribunal places particular weight on Guidance Note 13, which forms part of the prescribed form and expressly contemplates a notice being signed by an agent acting on behalf of a landlord. The Tribunal therefore concludes that service and signature by a solicitor acting as the landlord's agent does not invalidate the notice. Whilst the definition of "landlord" in section 45 of the 1988 Act is helpful in interpreting that part of the Act, it does not say that an agent cannot act on behalf of the Landlord, whereas the prescribed form does expressly say that an agent can act on behalf of the Landlord.

16. Whilst the address did not match the address stated on the tenancy agreement, the Tenant understood the address of the property to be Flat 4 and did not argue that she was in any way confused by the address given on the notice. The Tribunal finds that the discrepancy in numbering could not reasonably have caused confusion as to the identity of the property.

17. Taking these matters together, the Tribunal is satisfied that the notice was signed and served in accordance with the requirements of the prescribed form and that the property was sufficiently identified in the notice. Although its determination is not binding for all purposes, the Tribunal is satisfied that it has jurisdiction in this matter and proceeds to determine the rent as set out below.

The Property

18. The Tribunal carried out an inspection of the property on 9 October 2026 in the presence of the Tenant and the Landlord. The Tenant had initially been reluctant to allow the Landlord to attend the inspection and so it was agreed that the Landlord would wait in the doorway so that he could hear what was being said

without entering the property. However, when the Tribunal and the Landlord arrived at the property, without any prompting from the Tribunal, the Tenant invited the Landlord to enter the property.

19. The property is a first-floor studio/bedsit flat, forming part of a converted three-storey end-of-terrace building with a converted roof space. There is one main room for living, sleeping and cooking and an ensuite shower room. There are two double-glazed windows and an electric wall-mounted heater in the main room.

20. There is a communal entrance door, with a basic intercom system, together with a communal hallway, staircase and landings. There is no shared or private outdoor space or parking.

21. On inspection, the Tribunal noted that the property's front door threshold plate was missing. The property was in need of redecoration throughout. There were signs of black mould on the external wall, around windows and in the shower room of the type often caused by condensation. The Tenant pointed to an area of mould to the mattress, and signs of mould in a shoe box by a wardrobe, in the lower drawer of a chest of drawers and in the bathroom cabinet. There were also signs of previous water ingress to the ceiling.

22. The shower room was fully tiled and there were a number of tiles that were no longer properly fixed to the wall and floor, with some appearing to be at risk of falling, along with black mould to the silicone sealant in the shower. The lid of the toilet seat was cracked and the flushing mechanism stood proud of the cistern. There was an extractor fan in the bathroom that came on with the light, however, the fan did not run on after the light was switched off.

23. The Tenant pointed to a heat detector that was said not to be working and to the switch for the shower, located outside the shower room, which was not properly fixed to the wall. There was a small area of 'spongy' flooring immediately in front of the left-hand side of the kitchenette. The left-hand floor unit had a space, presumably for an oven or microwave, and opening of the lower drawer was restricted due to the skirting. In front of the right-hand side of the kitchenette, there was a floor mounted boiler. There was a two-ring electric hob built into a stainless-steel unit including a sink and drainer. The rear ring was located partly under a kitchen wall cupboard.

24. The Tenant pointed to the bedframe and mattress, two double wardrobes, fridge and washing machine as being provided by the Landlord. The other furniture and the microwave were said to belong to the Tenant.

25. The property is situated in East London a few minutes' walk from Maryland Station, which is on the Elizabeth Line.

Evidence

26. The Tribunal considered all the evidence provided by the Tenant and the Landlord, including the Tenant's application, the parties' completed reply forms, witness statements, written submissions and lengthy oral submissions at the hearing. This decision refers only to those matters necessary to explain the Tribunal's findings. The absence of any reference to a particular matter does not mean it has not been considered.

Comparable evidence from within the same building

27. The Landlord set out the rents passing on the six other flats within the same building and provided a copy of the front page of each tenancy agreement, confirming the rent agreed, the start date and term of the tenancy, the furniture included, and that the rent was inclusive of water and council tax but not electricity. The parties agreed that the rents agreed for the other six flats included broadband/Wi-Fi. This was in comparison to the subject property where electricity was included in the rent but broadband/Wi-Fi was not. The Landlord submitted that he pays between £150 and £200 per month for the electricity used by the subject property and for a small amount of communal lighting. The Tenant submitted that the tenants of the other flats had been advised by the Landlord to budget £50 per month for electricity, and that the communal use of electricity included motion sensor internal lights through the hall and stairways and landings, two CCTV cameras, the broadband hub, the intercom and outside lighting. Whereas, the usual cost of her broadband package was £60 per month, although she had negotiated a lower rate of around £30 per month as an existing customer and by way of compensation for previous issues.

28. Having received the Landlord's evidence, the Tenant confirmed with each of the tenants of the other flats that the information provided was correct. The Tribunal noted:

    Flat 1 rent £1,300 pcm from 30 May 2025 (12 months)
    Flat 2 rent £1,700 pcm from 1 April 2024 (12 months)
    Flat 3 rent £1,350 pcm from 10 August 2025 (6 months)
    Flat 5 rent £1,300 pcm from 30 September 2024 (6 months)
    Flat 6 rent £1,400 pcm from 12 March 2025 (6 months)
    Flat 7 rent £1,400 pcm from 23 November 2024 (12 months)

29. The Landlord submitted that flats 1, 3, and 5 are smaller than the property, and that flat 2 is larger and includes a small garden. However, no measurements were provided to indicate the extent of those differences. In oral submissions, the Landlord directed the Tribunal to flat 6 as the best evidence, which is immediately above the property and has the same footprint, although the layout

is different. Flat 7 was also said to be of similar size, although, as it is the top floor, it has some sloping ceilings reducing usable space.

30. Both parties made submissions regarding more recent lettings in the building, with conflicting views on what was realistically achievable. The Tenant submitted that the similar sized refurbished flats had been advertised at around £1,300 and that higher rents were sometimes agreed where there was more than one tenant, as two or more tenants would be prepared to bid more than a single tenant for the same property. The Tenant also referred to advertisements on "SpareRoom", which were asking a lower rent than the Landlord said he had achieved. The Landlord explained that he had been achieving higher rents and that, prior to the Renters' Rights Act 2025 coming into effect earlier this year, it was common practice for landlords to ask low rents to create competition and then ultimately agree a higher rent than advertised. Although possibly helpful context to understand the current market, later advertisements were less helpful than contemporaneous lettings of the other flats in the building.

Comparable evidence from the wider locality

31. In addition, in written submissions, the Landlord also provided letting details of a studio flat available to let at from 26 September 2025 for 6 months at £340 per week, equating to approximately £1,473 pcm. The Landlord asserts that the fact that there was only one similar studio to let at the time of making his submission, demonstrated a high demand and low supply of similar properties.

32. In addition, the Tenant provided details of ten flats available to let on SpareRoom, Open Room or Zoopla. The level of asking rents ranged from £1,050 per calendar month excluding bills to £1,385 per calendar month including all bills. The Tenant asserted that all but one comparable was larger than the subject property; the remaining was comparable in size and included all bills but was newly refurbished and available to let at £1,250 per calendar month. The Tenant drew the Tribunal's attention to one flat that was two streets away, with a bath rather than shower, and available to let at £1,100 per calendar month.

33. In response to the Tenant's submissions, the Landlord submitted that the advertisements were not recent and London rents had continued to rise, and that the Tenant's building is in far better condition and is more prominent, meaning it is not a like-for-like comparison. In terms of the two studio flats available to let at £1,300 per calendar month, the Landlord submitted that these are both smaller than the subject property and did not appear to be fully self-contained.

Condition of the property and Landlord's access

34. In both written and oral submissions, the Tenant made a number of detailed submissions concerning the property and its condition. These included that:

a) the property is small, with a main living/sleeping area of 14 m^2, a kitchenette of 1 m^2 and a bathroom of 2 m^2,
b) the property is poorly heated by a single electric heater and has no cooling system to counteract heat generated by appliances, making it cold in the winter and hot in the summer,
c) the general condition of the kitchen units and appliances is poor, and the kitchen is not well-fitted,
d) there is mould on the silicone sealant in the kitchen and in the bathroom,
e) the bathroom fittings are old and no longer in good condition, wall tiles are no longer properly fixed, and the ceiling is cracked and water damaged,
f) the furniture provided by the Landlord was of poor quality and limited, meaning the Tenant needed to purchase additional essential items,
g) the under-counter fridge and washing machine are at least 16 years old, and the Tenant has had to replace the microwave with her own,
h) the boiler is inconveniently placed on the floor by the window and kitchenette, restricting access to both,
i) the bottom kitchen drawer does not open properly as it hits the skirting,
j) there is mould throughout the flat, which also affects the bathroom cabinet and some drawers in chests of drawers to the extent that they are not used, and
k) the internal walls are not adequately soundproofed.

35. The Landlord accepts that the property was not refurbished at the same time as the other flats but submitted that the impact on value would be minimal.

36. The Landlord accepted that the local authority had issued a Hazard Awareness Notice and read out to the Tribunal the schedule detailing the potential risks from an email dated 20 March 2026. This included:

(a) condensation mould to external walls to flat,
(b) extractor fan in shower with no overrun facility,
(c) heat detector to flat not working,
(d) electric cooker partially below cupboard,
(e) face plate to electric shower switch loose screws and come away on one side, and
(f) ceramic tile above WC pan and two at high level to partition wall to shower room slightly loose

37. The Landlord asserted that he had either been unaware of issues with the property or had been denied access to inspect and take action. The Landlord said that he had a process in place and that required issues to be raised in writing so that they could be logged and dealt with appropriately and appeared not to be

prepared to investigate issues that were not raised in this way. The Tenant, however, maintained that she had advised the Landlord of repair issues on various occasions and had previously allowed access. However, as inspection visits did not appear to focus on the issues raised and issues had not been addressed, she no longer continued to allow access unless it was on a more formal footing, which she could record.

38. The Tenant asked the Tribunal to determine a rent of no more than £750 per calendar month, which they considered to be reasonable.

39. The Landlord pointed out that the rent had not increased since 2010, when the Tenant took up occupation, and asked the Tribunal to determine a rent of £1,450 per calendar month, which he considered to be at the lower end of the market, recognising that the property was unmodernised but noting that the rent included electricity.

Location

40. The Tenant submitted that the property was located in a less than desirable area of East London, with a high crime rate, and that they had themself been the victim of assault and burglary. She also submitted that the nearby Tesco Express was regularly the subject of robberies, resulting in periods of closure.

41. The Landlord considered the property to be well positioned, with good access to central London via Maryland Station and the Elizabeth Line, and submitted that the area had improved significantly since the opening of the Elizabeth Line, which attracted commuters and professionals to the area.

Determination and Valuation

42. The Tribunal considers the lettings in the same building to be the most helpful. This is because evidence of those lettings was provided by the Landlord and verified by the Tenant; they relate to agreed rents rather than asking rents; they were agreed between 1 April 2024 and 10 August 2025, relatively close to 13 April 2025, the date the new rent was to take effect; and geographically they are within the same building. That is not to say that the Tribunal dismisses evidence of advertised rents, but they are secondary and carry less weight to evidence of agreed rents.

43. Relying on all the comparables provided by the Landlord and the Tenant, along with the Tribunal's own expertise and general knowledge of rental values in the area, the Tribunal considers that the market rent of the property, in good tenantable condition and repair, would be in the order of **£1,400 per calendar month**. This is the rent the Tribunal would expect the property to let for in the open market if it were in the same general condition as the comparable

properties, with furniture, white goods, and curtains provided by the Landlord, and that the rent includes council tax, water and electricity being paid by the Landlord.

44. In arriving at this decision, the Tribunal has placed particular weight on the rent agreed for Flat 6 in the same building. The rent was agreed close to the date the proposed new rent was to take effect, and the Tribunal accepts that Flat 6 is of broadly comparable size and location to the subject property. The rent for Flat 6 excludes electricity and includes broadband/Wi-Fi, where the rent for the subject property, includes electricity and excludes broadband/Wi-Fi. The Tribunal considers that in the rental market those differences would broadly offset one another and therefore has not made any separate adjustment in respect of them.

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

    a) the property is not fully furnished and lacks an oven or microwave for cooking purposes;

    b) poor decorative condition and the general condition of the property and its fixtures, including mould, water stains to ceiling, loose wall and floor tiles in the shower room, blackened silicone sealant and general condition of the sanitaryware and shower cubicle, defective flooring by kitchenette, the faulty shower switch and heat detector and the shower room extractor fan not running on; and

    c) basic issues with the layout of the property, including the position of the boiler, the electric hob located partially under a cupboard, and that the kitchen drawer cannot fully open.

The full valuation is shown below:

Starting Rent			£1,400 pcm
Less			
a)	Items given under a) above	5%	
b)	Items given under b) above	10%	
c)	Items given under c) above	5%	£ 280
Market rent			**£1,120 pcm**

Undue hardship

46. The new rent takes effect from the date specified in the Landlord's section 13 notice 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 the date the Tribunal makes its determination.

47. The Tenant asked the Tribunal to fix a later starting date. The Tenant submitted that they are not working and are reliant on Universal Credit to pay their rent. Whilst Universal Credit entitlement would be recalculated to reflect the new rent, it would not cover any backdated increases.

48. The Landlord accepted that the Tenant was not working but submitted that the power under section 14 of the 1988 Act to fix a later commencement date should be exercised only in exceptional circumstances, is subject to checks and balances and requires the Tribunal to act fairly to the Landlord as well as the Tenant.

49. The Tribunal accepts that many tenants will experience some difficulty when faced with a rent increase. However, in this case the increase is proportionately significant, rising by £470 per calendar month, and would result in a substantial backdated rent bill. The Tenant provided redacted copies of her bank statements, which the Tribunal accepts demonstrate she does not have a consistent surplus income to cover any back dated rent.

50. The Tribunal accepts the Tenant's evidence that she is not working and is dependent upon Universal Credit, which was not disputed by the Landlord. Whilst her entitlement may be recalculated going forward, there is no evidence that it would meet the substantial arrears arising from a retrospective increase. The Tribunal is therefore satisfied that requiring the increase to take effect from 13 April 2025 would cause undue hardship. The Tribunal accordingly directs that the new rent shall take effect from the date of this determination.

51. For the following reasons the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would cause undue hardship and accordingly sets the starting date for the new rent as the date of determination, 4 November 2026.

Decision

52. The Tribunal determines the market rent at **£1,120 per calendar month** with effect from **4 November 2026**.

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.