FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00BG/MRA/2026/0284**
Property	**:**	**Flat 315 Park Vista Tower, 5 Cobblestone Square, Wapping, London E1W 3AY**
Applicant	**:**	**Emq-Nicole Curuai Nikita Denisou (Tenants)**
Representative	**:**	**(None)**
Respondent	**:**	**Iris Tay & Leong Heng Tay (Landlords)**
Representative	**:**	**Johns & Co (Agent)**
Date of Application	**:**	**10 August 2026**
Type of Application	**:**	**Determination of a Market Rent sections 13 &14 Housing Act 1988**
Tribunal Members	**:**	**N. Martindale FRICS A. Onigbode**
Date of Decision	**:**	**9 November 2026**
Rent Determined	**:**	**£1800 per calendar month**
Date of new rent start	**:**	**23 November 2026**

REASONS FOR DECISION

Background

1 A landlord's notice, dated 6 April 2026, was served under Section 13(2) Housing Act 1988 proposing a new rent of £1955 per calendar month replacing a passing rent said to be of £1900 pcm by the tenant, with effect from 23 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 before the start date.

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 Furniture included: *"a built-in bed unit with storage, mattress, 2 dining chairs, small kitchen table, sofa, 2 small side tables, 2 full-length curtains, chest of drawers, built-in wardrobe. Appliances: hob, oven, dishwasher, fridge/freezer, washing machine, fan extractor, boiler. Others: crockery, glassware, cutlery, kitchen utensils, pots & pans."* Landlord's provision of floor finishes is 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 consists of a third floor flat in a large purpose built block of flats to some 12No. levels plus basement (the Building). (Google Streetview May 2023). The surrounding areas of Wapping have been substantially redeveloped for residential uses post 2000.

10 The Building is of steel, board panel infill and double glazed sealed window openings. The Building roof appears to be flat. The exterior appears to be in fair to good condition from photographs supplied. There are multiple levels of accommodation in the Building and many other flats. There is are communal hallways, landings, stairs and lifts.

11 The Property has a living room kitchen bedroom, shower room/wc. A floor plan that might be of the Property, showed a floor area of 32m2.

Evidence

12 The Tribunal received completed Form MR1 of 10 August 2026, with the landlord's notice.. The tenant's Form MR3 of counter representations was not received. Form MR2 was received from the landlord by the Tribunal. The Tribunal is grateful for such information in the Forms with attachments as were provided by one or both of the parties.

Tenant

13 The tenant did not contest the form or content of the landlord's Notice but, did contest the new rent and felt it should be £1900 pcm per MR1. The comparables provided showed a range of rents for other similar studio flats ranging from £1820 to £1900 pcm also in the Building.

14 In particular the Property (and Building) was encased by scaffolding in place by the freeholder for maintenance work with no expectation of removal. Among other matters it obstructed and limited the use of the small outside balcony.

Landlord

15 The landlord's agent referred to local studio flats to let (all furnished) in: 1. Wilson House at £2000 pcm. 2. Hodgson House at £2123 pcm. 3. Emery House at £2500 pcm. These were felt to demonstrate that the new rent of £1955 pcm was reasonable. There were no floor areas; no analysis.

Law

16 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.

Validity

17 The tenant did not question the validity of the landlord's notice.

Valuation

18 From the Tribunal's own general knowledge of market rent levels in the London Borough of Tower Hamlets, for a Property of this type and location, being a modern purpose block, it determines that the subject Property would let on normal Assured Periodic Tenancy (APT) terms, for £1900 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.

19 The Tribunal found that the intrusive medium term prospect of scaffolding up the outside of the Property and the Building would deter some interest or reduce the rental value by an end allowance of £100 pcm. The Tribunal determines the new market rent at £1800 pcm.

Undue Hardship

20 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. The Tribunal cannot reduce the market rent level itself. Allowance for hardship from this increase in the rent was not sought by the tenant in their application. There were no supporting documents. No change to the effective date of the new rent is made by the Tribunal.

Decision and effective start date

21 The new rent of £1800 pcm is to be levied from the next rent date after the date of this decision, which will be 23 November 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, is a matter between the parties, only.**

Chairman N Martindale FRICS Date 9 November 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).