

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BE/MNR/2026/0005
Property	40 Dempster Road, Wandsworth, London, SW18 1AT
Tenant	Jacqueline Meredith
Landlord	Hugh St Pier
Landlord's Address	c/o Mava Real Estate, Cumberland House, 15-17 Cumberland Place, Southampton, SO15 2BG
Landlord's Representative	Mava Real Estate, managing agents
Date of Application	30th November 2025
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal	Judge Nicol Ms S Beckwith Ms S Allen
Date of Decision	5th May 2026
Rent Determined	£663 per week
Date the new rent takes effect	9th December 2025

REASONS FOR THE DECISION

Background

1. On 6th November 2025, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £925 per week in place of the existing rent of £609 per week to take effect from 9th December 2025. The existing rent was the result of a determination by the Tribunal on 12th May 2025.
2. On 30th November 2025, 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 assured tenancy commenced in 2009 when the Tenant succeeded to her late father's protected tenancy which had started in 1951. There is no written agreement and there are no service charges or furniture provided by the landlord.

Allocation of Repairs between Landlord and Tenant.

4. As per sections 9A and 11 of the Landlord and Tenant Act 1985.

Liability for Council Tax

5. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Inspection/Hearing

6. A hearing was held on 5th May 2026 at 10am, attended by remote video by:
 - The Tenant, assisted by her son, Mark Meredith;
 - The Landlord; and
 - Belinda Bracegirdle and George Bennett from Mava Real Estate, the Respondent's managing agents.
7. The Tribunal has considered this case on the basis of an inspection, the oral hearing, the papers provided by the parties and its own knowledge and specialist expertise.

The Property

8. The Tribunal carried out an inspection of the Property on 5th May 2026 in the presence of the Tenant; the Landlord was notified of the inspection but did not attend.
9. The Property is a semi-detached house, offering the following accommodation:
 - 2 bedrooms on the second floor;
 - 3 rooms on the first floor, 2 of which are used as bedrooms and one as a kitchen;

- Also on the first floor, a bathroom and a separate WC;
 - 3 reception rooms and a kitchen on the ground floor;
 - A rear garden and a small front area; and
 - The Property benefits from heating in the first floor front bedroom and kitchen but nowhere else.
10. The Tribunal notes that the room currently used as a kitchen on the first floor was originally a bedroom and the kitchen was installed by the Tenant.

Evidence

11. Both the Tenant and the Landlord returned the Tribunal's Reply forms and made oral submissions at the hearing.

The Tenant

12. The Tenant alleged the following problems at the property:
- a) Damp and mould in multiple rooms
 - b) Cracks, crumbling plaster and holes in walls and ceilings in multiple rooms
 - c) Single-glazed sash windows in multiple rooms
 - d) No central heating apart from two radiators serving two rooms only
 - e) No heating in bathroom
 - f) Gas fire unsafe and unusable
 - g) Lateral crack outside toilet meeting ceiling crack, with ceiling bowing - this appears to have worsened over the past year
 - h) Front door frame has dropped leaving a large gap causing draughts throughout the house
 - i) Broken concrete, cracked garden steps, falling fence, missing back gate
 - j) Two gas meters and two electric meters resulting in double standing charges.
13. The Tenant asserted that nothing had changed since the Tribunal's last inspection the previous year. The Tribunal accepts this as accurate because it accords with the Tribunal's own observations on inspection.

The Landlord

14. The Landlord asserted that he was just waiting on quotes from contractors and he would have remedied the problems by now but for the Tenant's obstructiveness and failure to co-operate with access. In support of this assertion, his agents had provided a single exchange of emails from March 2026 in which access was requested and the Tenant replied that she would not be available on

the offered dates but invited alternatives and raised a couple of queries about the proposed works and what she could do to accommodate them.

15. The Landlord listed a number of dates when access was supposedly denied which the Tenant sought to refute point by point. Neither party provided any evidence in support of their assertions although, as professionals, the Tribunal would have expected the Landlord and his agents to provide any relevant documents in order to make their point.
16. The Tribunal's role is not to resolve this dispute although it notes that, with an 83-year-old tenant who has health problems, it is unrealistic to expect her to be any more accommodating and more than harsh to equate her difficulties with being obstructive. The Tribunal has no doubt that the Tenant would prefer that the Property had central heating throughout and was in a fit state to decorate.
17. Rather, the Tribunal's role is to determine the market rent. The Landlord provided one comparable but the Tribunal did not find it useful, being considerably larger and better appointed. Instead, the Tribunal had to rely on its own knowledge and expertise.

Determination and Valuation

18. Relying on its own expert, general knowledge of rental values in the area, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £4,800 pcm. This is the rent the Tribunal would expect the property to let for in the open market if it was in the same general condition as comparable properties in the local market.
19. From this level of rent, the Tribunal has made adjustments in relation to the following:
 - a) Lack of central heating
 - b) Partial double-glazing
 - c) Unmodernised electrical installation
 - d) Unmodernised bathroom and kitchen
 - e) Only one bathroom, despite having 5 bedrooms
 - f) Damp in places and defective plaster
 - g) Terms of tenancy: Tenant responsible for internal decoration
 - h) The Tenant has provided all floor and window coverings and white goods, which would usually be provided by a landlord in the open market.
20. For these items, the Tribunal concluded that the starting rent should be reduced by 40% to £2,880, equivalent to £663 per week.

Undue hardship

21. The new rent takes effect from the date specified in the Landlord's Notice of Increase 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 a Tribunal makes its determination.
22. The Tenant has not provided any evidence to demonstrate undue hardship and so the new rent takes effect from 9th December 2025.

Decision

23. Therefore, the Tribunal determines the market rent at £663 per week with effect from 9th December 2025.

Name: Judge Nicol

Date: 5th May 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.