

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BD/MNR/2026/0245
Property	Ground Floor, 51 Clifford Avenue, London, SW14 7BW
Tenants (Applicants)	Mr Nilo Augusto Dias Bonfim and Ms Luiza Falivene Cara
Tenants' Representative	None
Landlord (Respondent)	Mr John Michael Harris
Landlord's Address	31 Leinster Avenue, London, SW14 7JW
Landlord's Representative	Mr Johannes Duminy, Lawhive Legal, 6-8 Bonhill Street, London, EC2A 4BX
Date of Application	8 April 2026
Type of Application	Determination of a Market Rent, sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr J G G Wilson MRICS – Chair Ms S Johnson
Date of Decision	16 June 2026
Rent Determined	£1,700 per calendar month
Date the new rent takes effect	11 April 2026

REASONS FOR THE DECISION

Background

1. On 20 February 2026 Mr Johannes Duminy on behalf of the landlord served a notice under Section 13(2) of the Housing Act 1988 ('the 1988 Act') which proposed a new rent of £2,100 per calendar month (pcm) in place of the existing rent of £1,650 pcm to take effect from 11 April 2026.
2. On 8 April 2026 under Section 13(4)(a) of the 1988 Act, Mr Dias Bonfim on behalf of the tenants referred the landlord's notice proposing a new rent to the Tribunal for determination of a market rent. Mr Dias Bonfim's form Rents 1 was sent by email to the Tribunal on 8 April 2026.
3. The landlord would have been required to have sent his reply and evidence (form Rents 1A) to the Tribunal within 28 days of 8 April 2026. Correspondingly, the tenants would have been required to have sent their reply to the landlord's case (form Rents 1B) within 14 days of receipt of the same.
4. The assured tenancy provided to the Tribunal confirms the commencement date is 11 March 2024, but neither includes the fixed term, nor the day of the month the rent is payable. The rental period is monthly.

Validity of the Notice

5. In his application form Mr Dias Bonfim has given submissions that he considers the notice to be invalid. Mr Dias Bonfim questions the validity of the notice under the following four headings:
 1. Incorrect existing rent.
 2. Incorrect rent history.
 3. Invalid start date and fatal ambiguity (s.13(2) Housing Act 1988); and
 4. Incorrect tenant name.
6. The Tribunal deals with each in turn:
 1. Incorrect existing rent: from the information provided which includes the landlord's letter to Mr Dias Bonfim dated 13 February 2025, the Tribunal understands it was the landlord's intention to increase the rent payable at the property by £50 pcm with effect from 11 April 2025, to £1,700 pcm. The landlord goes on to say the rent payable as of 18 April (understood to be 18 April 2025) your next 'rent-day' will be £1,700 pcm. A 'rent-day' is neither defined in the letter, nor the tenancy agreement provided. There is neither evidence before the Tribunal that the tenancy agreement has been amended

to reflect the increase in rent, nor that the start date, the beginning period of the tenancy, has been changed from the 11th of the month to the 18th of the month.

2. Incorrect rent history: there is no evidence before the Tribunal that the increase in rent outlined in paragraph 6.1 above was subject to the statutory notice procedure. The first rent increase date after 11 February 2003 is 11 March 2024 to follow notes 11 and 16 of the 'Guidance notes for tenants' which accompanies a landlord's notice to propose a new rent. To be clear, note 16(a) says, 'the starting date for the proposed new rent must not be earlier than 52 weeks after the date on which the rent was last increased using this statutory notice procedure or, if the tenancy is new, the date on which it started.' In this case, the tenancy is new, as the statutory notice procedure has not been applied hither to.
3. Invalid start date: following what the Tribunal says at 6.1 above, the proposed start date of 11 April 2026 is a valid date for the start date of the new rent, being the beginning of a new period of the tenancy and having given the tenant at least one month's advance notice of the same. This satisfies the three requirements in *Mooney*, see below.
4. Incorrect tenant name: for the landlord to have misspelt Bonfim in the tenant's name as 'Bonfire' is regrettable; however, to follow the principle in *Mannai* (see below), the construction of the notice is to be approached objectively, the question being how a reasonable recipient would have understood it, in its context. In the notice, the tenant's name – Mr Nilo Augusto Dias Bonfim, substantially has been spelt correctly.

Case Law

7. In *Mooney v Whiteland* [2023] EWCA Civ 67 (referred to as '*Mooney*') the Court of Appeal say, 'It is apparent from the terms of section 13 that a notice must comply with three requirements. First, it must specify a minimum period after service of the notice before it takes effect...Second, the section contains provisions to ensure that increases cannot take place more frequently than once a year (subsection (2)(c))...Finally, and significantly in the present case, the notice must "take effect at the beginning of a new period of the tenancy specified in the notice". Thus, for a weekly tenancy beginning on a Monday, the notice must specify a Monday as the date from which the new rent will take effect.'
8. In *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* [1997] UKHL 19 (referred to as '*Mannai*'), the House of Lords determined a notice is to be interpreted so as to give effect to the way in which it would be understood by the reasonable recipient.

9. Accordingly, to follow the case law outlined in paragraphs 7 and 8 above, coupled with the Tribunal's discussions in paragraph 6, the Tribunal has no difficulty to determine the notice given dated 20 February 2026 is valid. To follow that, the Tribunal has jurisdiction to proceed with the tenants' application.

Allocation of Repairs between Landlord and Tenant

10. The Tribunal is satisfied the market rent agreed between the parties (see later) reflects the condition of the property at the valuation date when taken into consideration with the parties respective repairing obligations.

Services or furniture provided by Landlord (other than carpets and curtains and white goods specified below) and the costs relating to the same.

11. Whereas it is agreed there are no services provided by the landlord, it is not agreed as to whether furniture is provided. The Tribunal on the basis of the parties' submissions, has determined their differences of opinion have no material effect on the market rent.

Liability for Council Tax

12. The tenant is responsible for the payment of Council Tax.

Any other terms of the tenancy taken into consideration in determining the rent.

13. None that have a material effect on the market rent.

Inspection/Hearing

14. The parties have requested neither an oral hearing, nor an inspection. Accordingly, the Tribunal has considered this case on the bases of the papers provided by the parties, having regard to the photographic and documentary evidence, and the Tribunal's general knowledge and specialist expertise.

The Property

15. It is not necessary for the Tribunal to discuss this.

Evidence

16. The bundle in this application comprises 145 pages and has been read in full by the Tribunal.
17. Mr Dias Bonfim has given detailed submissions with respect to the property generally, its condition, and his assessment of the market rent in his application on behalf of the joint tenants. The Tribunal has dealt with the question of the validity of the notice. Mr Dias Bonfim's submissions include various photographs to assist to present his case and the Tribunal.
18. Under 'What do you think is the monthly market rent you should pay?' Mr Dias Bonfim says £1,700 per calendar month.
19. Mr Harris has given his replies (form Rents 1A) to the tenants' Rents 1 form in submissions dated 18 May 2026. At paragraph 2.3 Mr Harris gives details given by the tenants in their application with which he disagrees.
20. At paragraph 2.4, 'Do you agree with the rent proposed by the tenant?', Mr Harris has ticked the box 'No.' Having done so and being directed to paragraph 2.5, 'Do you still want to charge the rent you proposed in your Section 13 Notice?', Mr Harris has also ticked the box 'No'. Thereafter, Mr Harris says, 'I agree that the rent can stay at £1700 for now, and I accept that I can now serve a new Sec 13 notice to increase the rent from £1700 to the rent proposed by the agents, if I choose to do so [sic].'
21. Subsequently, Mr Dias Bonfim has not given any further submissions on behalf of the tenants in their form Rents 1B.

Determination and Valuation

22. Whereas the Tribunal has read all the contents of the bundle (the papers), it limits its discussion and considerations to those points relevant to reach its decision on validity and determination of market rent.
23. The Tribunal has dealt with the question of the validity of the notice in paragraphs 5 to 9 inclusive above.
24. Turning to the market rent, Mr Dias Bonfim has given detailed submissions on the valuation and has submitted the monthly rent the tenants should pay is £1,700 per calendar month. £1,700 per calendar month is the rent the Tribunal understands the parties agreed by private negotiation to be currently payable as outlined in Mr Harris's letter to Mr Dias Bonfim dated 13 February 2025.
25. Mr Harris in his form Rents 1A says he neither agrees to the rent of £1,700 per calendar month proposed by the tenants, nor does he wish to charge the rent of

£2,100 per calendar month proposed in his notice. Mr Harris goes on to say the rent can stay at £1,700 per calendar month for now.

26. On the bases of the parties' stated positions, having read the submissions in the bundle given by the parties on rental value and its own expert, general knowledge of market rents in the area, the Tribunal determines the market rent of the subject property in accordance with the legislation to be £1,700 (One Thousand Seven Hundred Pounds) per calendar month.

Undue Hardship

27. The new rent takes effect from the date specified in the landlord's Notice of Increase 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 the date a Tribunal makes its determination.
28. Mr Dias Bonfim has given submissions on hardship in the tenants' Rents 1 form. In addition to which Mr Dias Bonfim has provided the Tribunal with a letter to him from Student Finance England dated 5 September 2025 with payment advice attached to support his submissions. It is not necessary for the Tribunal to expand on this. Mr Dias Bonfim says the landlord's proposed increase of £400 per calendar month is a severe financial shock for someone on a fixed student income.
29. In his Rents 1A form, Mr Harris has not given any evidence in reply to the tenants' submissions on hardship on which he would like the Tribunal to take account of.
30. As a result of our decision the rent will increase from the starting rent in the tenancy agreement of £1,650 per calendar month by £50 per calendar month, to £1,700 per calendar month. Which in turn is the rent the Tribunal understands was agreed by the parties to be the current rent payable. To that end the Tribunal determines its decision on market rent would not cause the tenants undue hardship. Accordingly, the Tribunal confirms the starting date for the new rent of £1,700 per calendar month to be that in the notice – 11 April 2026.

Decision

31. Therefore, the Tribunal determines the market rent at £1,700 (One Thousand Seven Hundred Pounds) per calendar month with effect from 11 April 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.