

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	HAV/43UJ/MNR/2026/0046
Property	3B Streets Heath West End Woking Surrey GU24 9QZ
Tenant	M Dunning
Tenant's Representative	None
Landlord	R Raveendran
Landlord's Address	42 Bernard Avenue London W13 9TG
Landlord's Representative	None
Date of Application	25th February 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	I R Perry FRICS M C Woodrow MRICS
Date of Decision	18th May 2026
Rent Determined	£3,500 per calendar month
Date the new rent takes effect	18th March 2026

REASONS FOR THE DECISION

Background

1. On 12th February 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £3,650 per calendar month (“pcm”) for the Property in place of the existing rent of £3,385 pcm to take effect from 18th March 2026.
2. On 25th February 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 assured tenancy commenced on 18th March 2025 at a rent of £3,385 pcm.

Allocation of Repairs between Landlord and Tenant.

4. The Landlord is responsible for repairs.

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

5. None.

Liability for Council Tax

6. 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.

7. None

The Property

8. The Property is stated to be a detached house with accommodation over three levels comprising a hall, wc, living room, kitchen/diner/sitting, utility, 4 bedrooms, a landing study area, 2 bathrooms (one en-suite), garage and gardens.
9. The property is situated on the north edge of West End with views northwards across a school playing field and village green.

Evidence

10. The Tenant provided an application form, the Landlord provided a reply form to which the Tenant then provided a reply form.

The Tenant.

11. The Tenant made the following submissions/comments:
- a) He has carried out several repairs including the relaying of some garden tiles and slabs, reseeded part of a lawn and painted a ceiling.
 - b) He states that an inspection would give context around a rising damp issue.
 - c) He reported a damp issue in November 2025 causing rising damp and peeling paper in the main living area. He states that a plumber eventually discovered a leaking pipe in the kitchen floor and at the time of his submission the floor has not been repaired.
 - d) Photographs show the point where the leak occurred and signs of rising damp with efflorescence to walls in the living room and kitchen/dining area. The Tenant states that this has affected kitchen cupboards and contents.
 - e) The Tenant also complains about a worn stair carpet.
 - f) The neighbouring house, 3A, is let for £3,395 pcm. A note from the Tenant of that property confirms this.
 - g) He provides a letter from a letting agent who suggests a rent of £3,200 pcm but to advertise at £3,300 pcm, and a second from a different agent suggesting a rent of £3,000 pcm. There is no indication of whether either agent inspected the property.
 - h)

The Landlord

12. The Landlord made the following submissions/comments:
- a) The house is within the catchment area of a very popular school.
 - b) The floor tile has been repaired and a dehumidifier provided.
 - c) He does not consider that an inspection is required.
 - d) A letter from a local letting's agent suggests a rent £3,600 to £3,700 pcm. It is unclear whether the agent had inspected the property.
 - e) An inventory from the start of the tenancy in March 2024 is provided.

Determination and Valuation

13. Relying on its own expert, general knowledge of rental values in the area, and the comparables provided by the Parties, the Tribunal considers that the market rental of the subject Property modernised and in good order would be in the order of £3,500 pcm. This is the rent we would expect the property to let for in the open market if it was in the same general condition as the comparable properties including having white goods, flooring and curtains provided by the landlord.
14. The Tribunal has noted the various maintenance/repair jobs completed by the Tenant, but the Tribunal determines that these do not merit a deduction in rent.
15. The Tribunal has also noted the repair issue relating to a leaking underfloor pipe, but this has now been repaired and does not merit a reduction in rent as at the valuation date of 18th March 2026.

Market rent

£3,500 pcm

Undue hardship

16. 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.
17. The Tenant has made no submission or provided any evidence that the new rent will cause undue hardship in respect of hardship.

Decision

18. Therefore, the Tribunal determines the market rent at £3,500 per calendar month with effect from 18th March 2026, this being the date specified in the Notice.

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.