

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/OOAK/MNR/2026/0324
Property	97 Oakwood Park Road, London, N14 6QD
Tenant	Anna Maria Perrucci
Tenant's Representative	N/A
Landlord	Costa Constantinou
Landlord's Address	41 Carlton Terrace, London, N18 1LD
Landlord's Representative	N/A
Date of Application	13 May 2026
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Judge A Arul Dr Janet Wilcox FRICS
Date of Decision	29 May 2026
Rent Determined	£3,250 per calendar month
Date the new rent takes effect	10 June 2026

REASONS FOR THE DECISION

Background

1. On 25 April 2026, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £3,250 per calendar month (pcm) in place of the existing rent of £2,750 pcm to take effect from 10 June 2026.
2. On 13 May 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 10 May 2024 for a term of 12 months. The rental period is monthly.

Allocation of Repairs between Landlord and Tenant.

4. 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.

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.

Inspection/Hearing

8. Neither party requested an oral hearing. The Tribunal has considered this case on the basis of the papers provided by the parties and its own knowledge and specialist expertise.

The Property

9. The Property is a detached house offering the following accommodation:

3 bedrooms, 2 bathrooms, 1 living room, 1 dining room, 1 kitchen, 1 wc.

Outside: garden, driveway and garage.

The Property is situated in the Oakwood Park area of North London overlooking Oakwood Park and within close proximity of other amenities in the area of Oakwood and sits between larger suburban areas of Southgate and Enfield.

Evidence

10. Both the Tenant and the Landlord returned the Tribunal's Reply forms.

The Tenant.

11. The Tenant made the following comments.
12. The Tenant asserted in the application that there was chronic disrepair in the Property. They provided some photographs including of external parts of the Property showing some fence panels in disrepair.
13. The Tenant also provided considerable evidence of communications with the Landlord and the Local Authority in which the Tenant complained about the condition of the Property and other matters such as the Landlord's agents attending the property allegedly without sufficient notice.
14. In relation to rental evidence, the Tenant provided extracts from the Rightmove website which showed: a property in Oakwood Park Road advertised at £2,750 pcm which appeared to be a 3 bedroom house with a driveway; a property in Oakwood Park Road which appeared to be a 3 bedroom semi-detached house, also advertised at £2,750 pcm; a property in Wilmer Road, Southgate advertised at £2,500 pcm which again appeared to be a semi-detached property; and a property in Fountains Crescent advertised at £2,200 pcm which was described as a 3 bedroom house. There were limited particulars for each property.

The Landlord.

15. The Landlord provided several comparables also which appear to be from the Rightmove website. These included a 3 bedroom, 2 bathroom house advertised at £3,600 pcm which appeared to be semi-detached in an area known as Brackendale. There was a further 3 bedroom house advertised at £4,200 pcm, which appeared to be a 3 bedroom semi-detached in an area known as Lakenheath. The Landlord maintained that £3,250 pcm was reasonable having

regard to the size, location and condition of the Property. The Landlord also denied the allegations of disrepair and unlawful access made by the Tenant.

Determination and Valuation

16. The Tribunal noted a few instances where repairs were required, including the concrete slabs to the rear patio which had been removed and other issues that had arisen from time to time such as with the fridge freezer. The Tribunal took the view these were minor issues which appear to have been resolved by the Landlord as and when they arose. To the extent that they may not have been resolved within a time which was satisfactory to the Tenant is not something which the Tribunal considered impacts upon the overall rental valuation. The Tribunal noted that some fence panels appeared to have been removed to the side of the Property, however, from the positioning of the posts, these would appear to belong to the neighbour. In any event, there was insufficient evidence that the Landlord owned the fences and had allowed them to fall into disrepair.
17. In relation to the evidence on rental value, there was minimal evidence of direct comparables from the Landlord, and the Tenant's comparables were all semi-detached properties. The Property is fully detached including a driveway, garage and rear garden. A distinguishing feature of this Property is that it is overlooking Oakwood Park which, in the Tribunal's view, would be more attractive to a potential renter. Most of the information provided with the application was not relevant to the issue of market rent and the Tribunal therefore disregarded the disputes between the parties relating to issues of what it considered to be minor disrepair. In the Tribunal's view, based on the limited direct comparables available, and its general knowledge and experience, the market rental value would be £3,250 pcm.

Market rent

£3,250 pcm

Undue hardship

18. 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.
19. The Tenant has asked the Tribunal to fix a later starting date in this case. They say that they will otherwise be caused undue hardship. They refer to having recently purchased a property and that they are therefore currently paying both a mortgage and the current rent of £2,750 whilst waiting for renovation works to be completed. They say that the renovation works are expected to take 2 – 3 months and having to pay the higher rent with a £500 increase together with the

mortgage on the other property would cause immediate and undue financial distress during what is described as a short transition period. The Tenant also alleges that the increase is a retaliatory tactic on the part of the Landlord specifically designed to cause financial hardship because they insisted upon repairs to matters such as stairs, doors and a leaking sink.

20. The Landlord's response to this is that the Tenant is now, for the first time, alleging that they will be leaving the Property in 2 – 3 months. The Landlord does not specifically address the issue of paying a mortgage along with rent but does say that, in their view, the current rent is below market rent and that the current rent does not cover their own overheads.
21. In the Tribunal's view the Tenant has not demonstrated undue hardship. The Tribunal did not accept that paying the mortgage on another property amounts to undue hardship. That appears to be a choice of the Tenant. Further, the Tribunal was not provided with any financial information showing the impact of paying a mortgage along with rent against household income.
22. As a result of the Tribunal's decision, the rent will increase by £500 a month. The date specified in the Landlord's Notice was 10 June 2026. On the basis of the evidence supplied by the Tenant, the Tribunal considers that for the increase to take effect from the date in the Landlord's Notice would not cause undue hardship and accordingly sets the starting date for the new rent as 10 June 2026.

Decision

23. Therefore, the Tribunal determines the market rent at £3,250 per calendar month with effect from 10 June 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.