

	FIRST –tier Tribunal PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AC/MNR/2026/0346
Property	50 Southfields London NW4 4NB
Tenant	Maurico Oliveria Ruenrung Pungkhamdang
Tenant’s Representative	None
Landlord	Darren Secunda
Landlord’s Address	5 Penta Court Borehamwood Hertfordshire WD6 1SL
Landlord’s Representative	Wenlock and Taylor
Date of Application	12 May 2026
Type of Application	Determination of a Market Rent sections 13 and 14 of the Housing Act 1988
Tribunal Members	R Waterhouse FRICS T Leppard MRICS
Date of Decision	24 June 2026
Rent Determined	£2950.00 pcm
Date the new rent takes effect	24 June 2026

REASONS FOR THE DECISION

Background

1. On 24 March 2026, the landlord served a notice under section 13(2) of the Housing Act 1988 which proposed a new rent of £2950.00 per calendar month (pcm) in place of the existing rent of £2350.00 pcm to take effect from 24 May 2026.
2. On 12 May 2026, under section 13(4)(a) of the Housing Act 1988, the tenants referred the landlord's notice proposing a new rent to the tribunal for determination of a market rent.
3. The tenancy commenced 23 May 2019 as 12-month contractual assured shorthold tenancy terminating on 22 May 2020. The rental period was monthly payable on the 23rd of the month, initially at £1900.00 pcm.
4. The tribunal has considered all evidence submitted within the timetable set out by the Directions and subsequent oral testimony. The tribunal has not recorded all evidence submitted within the decision. The omission of a piece of evidence should not be taken that it has not been taken into consideration.
5. The tribunal did not inspect the property and determined the matter on the papers.

Preliminary Matters

6. Material received outside the Directions has not been considered.

Allocation of Repairs between Landlord and Tenant

7. The tribunal has considered the written submissions of the parties.
8. The application form notes;

The landlord is responsible for repairs imposed by section 11 of the Landlord and Tenant Act 1985 and by the tenancy agreement, including the structure and exterior of the property, drains, gutters and pipes, installations for the supply of water, gas and electricity, sanitary appliances including basins, sinks, baths and toilets, and installations for space heating and water heating. The landlord is also responsible for

keeping the central heating system and landlord provided appliances or equipment in proper repair and working order, subject to the terms of the tenancy.

9. The tenancy confirms this. [40/266]
10. The tribunal finds in the absence of alternative contention the landlord is responsible for repairs, section 11 of the Landlord and Tenant Act 1985 responsibilities and internal decoration.

Liability for Council Tax and Utilities

11. The tenancy agreement at 1.4 notes that utilities should be paid by the tenant. [33/266]
12. The tenancy agreement at 1.4 notes that council tax should be paid by the tenant. [33/266]
13. The tribunal finds the tenant is liable for the payment of council tax and utilities.

Inspection/Hearing

14. The Tenant in their application [17/266] requested an inspection in order to appreciate the condition of the building.
15. The landlord is content for the tribunal to inspect if so decided. [105/266].
16. The tribunal determined 3 June 2026 as a preliminary issue determined the final determination will take place on the submissions provided without an inspection. [241/266]

The Property

Extent and Specification

17. The tribunal from review of papers finds; the property is a detached house comprising; one living room, landlords reply previously two separate rooms three bedrooms, two bathrooms, outside there is a garage and a garden. [10/266]

Floor	Area	
Ground	Living room	
	Kitchen	
Second Floor	Bedroom 1	

	Bedroom 2	
	Bedroom 3	
	Bathroom	
Outside	Garden	
	Garage	

Improvements

18. No evidence of improvements by the tenants, the wiring in the garage is disregarded as de minimus.

Disrepair

19. The application notes the bundle contains photographs, purporting to show the property having a number of unresolved repair issues, damp and moisture staining, mould recurrence, unfinished pipe work, pest ingress risk, and cracking. [15/266]
20. The photograph on [54/266] shows an area of where floorboards have been removed just inside the door, there is slight cracking to plaster above. The photograph is undated.
21. The photograph [57/266] shows the ceiling of the porch showing partially rotted ceiling. [57/266]
22. At [59/266] there is a photograph showing damaged sub structure at the rear of the property.
23. Dampness in the lower wall of the living room is said to be shown in [60/266]
24. Photographs from [63/266] to [90/266] show cracking to walls, windows taped to seal, dampness and mould growth behind the radiator, dampness in the plaster at the bottom of the stairs, and bathroom.
25. Photographs of the outside of the house {94/266] show a white rendered house with paving around. Some plant growth within the paving.
26. The landlord agrees that the hallway floorboards are up this it is said is to allow access to monitor a leak. The remaining issues the landlord says have not been notified to them. [104/266],
27. The landlord included a copy of the “check in” schedule from 2019. [224/266]
28. The tenant asserts the garage is in poor condition; this is supported by photographs.

29. The landlord by email 5 June 2026 said that they are willing to attend to the repairs, but access is proving difficult.
30. The tribunal finds that the property is a 1930s detached property, that whilst double glazed the windows are in poor condition. The property is overall in fair condition but there is some cracking and dampness. The garage is in poor condition.

Other

31. The applicant complains of noise and vibration from adjoining use including shouting and emergency services call out. [16/266]

Specification

32. The tenant states the windows in their application form are single glazed. The landlord states in their reply form they are double glazed. Later the tenant concedes that the windows are double glazed but that the seals are defective in places.
33. The tribunal finds; from consideration of the photographs the windows are double glazed but in places in disrepair.
34. There is no evidence on who supplied carpets, curtains or white goods. In the absence of such the tribunal finds that in the contemporary letting market the landlord would supply and adopts this finding in this case.
35. The property has:

Specification	Provided by
Central Heating	LL
Double Glazing	LL
Carpets and Curtains	LL
White Goods	LL

Rental Evidence

The Landlord

36. The landlord proposed that the rental level of the property should be £2950.00 pcm as at 24 May 2026.
37. The landlord in their reply form, suggests that asking rents in the vicinity are between £2500 and £4000 per month.

38. The landlord provided a set of property details said to be comparable from right move, 19 in number. These ranged from £2475 to 4000. Two comparables in the immediate vicinity were included showing £2850 and £3300 pcm. [120/266]

Tenant's rental evidence

39. The tenants assert with their application form the right rent for the premises should be £2350.00 pcm. Within their Reply Form the tenant submits that the property was let part furnished.

Determination and Valuation

40. The valuation date is the effective date of the rent proposed in the Notice of Increase. This is 24 May 2026.
41. The tribunal values the property on the basis that;
- (a) The condition of the property disregards any tenant's improvements; there are none in this case.
 - (b) That the terms of the tenancy are such that landlord has responsibility for repairs.
 - (c) The property has disrepair as identified above.
42. Relying on its own expertise, general knowledge of rental values in the area, and the comparables provided by the landlord and the tenants, the tribunal determines that the market rental of the subject Property modernised and in good order would be in the order of £3300.00 pcm.
43. From this level of rent, the tribunal has made adjustments in relation to condition and specification found above.

The full valuation is shown below:

Starting Rent £3300.00 pcm

Less 10.0% for matters in paragraph 19-30 above

£330. 00 pcm

Market rent

£2970.00 say £2950.00 pcm

Undue hardship

44. 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.
45. The tenants have produced some evidence of their financial circumstances in lieu of an application for "undue hardship". [18/266] and asked the tribunal, within their application form, to fix a later starting date in this case. The tenant's have in the absence of contesting by the landlord, evidenced the alleged "undue hardship" and so the tribunal does alter the date of the Notice of Rent Increase.

Decision

46. Therefore, the tribunal determines the market rent at **£2950.00** per calendar month with effect from **24 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 (SI 2013/1169)) stating the grounds upon which it is intended to rely in the appeal.