

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00AH/MNR/2026/0425.
Property	51 Nova Road, Croydon, Surrey, CR0 2TN.
Tenant	Dennis Santucci Nascimento.
Tenant's Representative	In person.
Landlord	Christopher Andrew.
Landlord's Address	Elmhurst, 5 Zig Zag Road, Kenley, Surrey CR08 5EL.
Landlord's Representative	In person.
Date of Application	28 May 2026.
Type of Application	Determination of a Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Tribunal Judge Hamilton-Farey LLB FRICS. Mr. Ifthaker Rakhy
Date of Decision	24 August 2026.
Rent Determined	£600 per calendar month, inclusive of Council Tax, but exclusive of water rates, and utilities.
Date the new rent takes effect	1 June 2026.

REASONS FOR THE DECISION

Background

1. On 28 April 2026 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £875.00 per calendar month in place of the existing rent of £466.00 per calendar month to take effect from 1 June 2026.
2. On 28 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 tenancy commenced on 1 June 2014. The tenant has not had a rent increase since the start of the tenancy.
4. The property is described by the parties as a room within a two-storey semi-detached house. The tenant shares kitchen and bathroom facilities and a small patio area with other tenants in the house. It is understood that the house has been converted to provide four separate rooms. The tenant says that originally there was a living room in the house, but that this has been converted into a bedroom by the landlord.
5. Neither party queried the validity of the landlord's notice.
6. The tenant submitted that the proposed rent was too high, that similar rooms were available in the locality for rents ranging from £600.00 - £650.00 per calendar month. He says that the landlord is attempting to make his rent all-inclusive, which he resists. It is not clear whether he currently pays for his own electricity, gas and utilities. In the correspondence the landlord has said that the house went 'over to all inclusive some time ago'. It is not clear when that occurred, but the tribunal has not received any evidence to suggest that the terms of the tenancy were amended at that time.
7. In the circumstances, the tribunal considers that the rent for the property should include Council Tax but not utility charges and the tenant must pay for these independently, until any change of tenancy takes place.
8. The landlord made no submissions in relation to rental figures.

Determination

9. Having considered the papers provided the tribunal finds the following: That the market rent for this property in its current condition, without utilities is £600.00 per month including Council Tax, this figure has been reached following the evidence supplied by the tenant. As noted above, the tenant is liable for the supply and cost of his own utilities (water, gas, electricity etc).
10. The tenant made no submissions in relation to hardship and therefore the tribunal determines that the new rent of £600.00 per calendar month shall take effect from the date in the landlord's Notice of Increase, 1 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.