

	FIRST - TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)
Case Reference	LON/00BF/MRA/2026/0159
Property	Flat 3, 57 Montagu Gardens, Wallington, Surrey, SM6 8EP
Tenant	Janeen Miah
Landlord	Ivana Fucilla
Landlord's Address	14 Verulam Avenue, Purley, Surrey, CR8 3NQ
Date of Application	21 July 2026
Type of Application	Determination of an Open-Market Rent sections 13 & 14 of the Housing Act 1988
Tribunal Members	Mr A Parkinson MRICS Mrs P Ogunfeibo
Date of Decision	02 September 2026
Rent Determined	£1,600.00 per calendar month
Date of Valuation	02 September 2026
Date the new rent takes effect	07 September 2026

REASONS FOR THE DECISION

Background

1. On 07 May 2026, the Landlord served a notice under Section 13 (2) (as amended) of the Housing Act 1988 which proposed a new rent of £1,600 per calendar month (pcm) in place of the existing rent of £1,300 pcm to take effect from 07 June 2026.
2. On 21 July 2026, under Section 14 (A3) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of an open-market rent.
3. The tenancy commenced on 2 March 2019. The rental period is monthly.

Validity Of Notice – Section 13B of the Housing Act 1988

4. In their application form, the Tenant has indicated that they consider the Landlord's notice is invalid because it is stated that the person issuing the rent increase has been told by the court that he is not the landlord and has no legal standing in regards to the property. In the form 4A Landlord's notice proposing a new rent it is stated that the landlord is Ivana Joanna Fucilla.
5. In response, Ivana Fucilla has stated that she is the legal owner of the property following the death of her mother who was the previous owner and landlord. Ms Fucilla also states that the Tenant is aware of this and pays her rent to Ms Fucilla.
6. On the basis of the representations the Tribunal consider the notice to be valid and that it can continue to determine the rent.

Allocation of Repairs between Landlord and Tenant.

7. 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.

8. There are no service charges for which the Tenant is responsible. The Property is unfurnished.

Liability for Council Tax

9. The Tenant is responsible for the payment of Council Tax in respect of the Property. The rent determined is exclusive of Council Tax.

Hearing

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

The Property

11. The Property is a two bedroom, two bathroom ground floor self-contained flat.

The Property is situated in a residential area within close proximity of Wallington town centre with good access to shops, restaurants and public transport.

Evidence

12. The parties completed the relevant MR1 (tenant) and MR2 (landlord) forms.

The Tenant

13. The Tenant made the following comments:
 - a) I do not believe the proposed rent reflects a fair market rent. For more than five years I paid a monthly rent of £1,300 while the property experienced deterioration and disrepair.
 - b) Recent works have primarily consisted of essential repairs to remedy long standing defects and restore the property to a habitable standard rather than improvements that enhance its value.
 - c) I ask the tribunal to consider the property condition in comparison with similar properties in the local market.
 - d) The Tenant provided some images of the property condition.
14. The Tenant did not provide any comparable rental evidence to support their position.
15. The Tenant stated that a rent increase will cause hardship as she is a single parent to three children. The Tenant has not provided any further information such as details of income or expenditure or any evidence to support this position.

16. The Tenant submitted a copy of the landlord's notice of increase and a tenancy agreement with a commencement date of 2 March 2019

The Landlord

17. The Landlord made the following comments:
 - a) I am the legal owner of the property and the landlord.
 - b) The applicant has paid the same rental value for over 8 years and below market value.
 - c) Information was provided regarding the origins of the tenancy and it is stated that the Tenant dishonestly obtained the tenancy of the property. This is outside this application and the tribunal jurisdiction and so has not been considered.
 - d) Repairs have been undertaken to the property to rectify damage caused by the Tenant including holes in walls.
 - e) Mould to walls is stated to be the result of poor ventilation.
 - f) Extractor fans were stated not to be working but were turned off.
18. The Landlord provided screen shots of the three Zoopla property listings for two bedroom flats in Wallington (SM6). The Zoopla listings are for two bedroom one bathroom properties which were listed for rental in June and July 2026 with asking rents of £1,700, £1,750 and £1,775 pcm. The Landlord stated that the subject property is a two bedroom, two bathroom property.

Determination and Valuation

19. Under section 14(1) of the Housing Act 1988 (as amended), the Tribunal is required to determine the rent at which the Property might reasonably be expected to let in the open market by a willing Landlord at the beginning of the new period specified in the Landlord's notice. Relevant Tenant improvements or failure of the Tenant to comply with the terms of the tenancy are to be disregarded. Historic issues relating to the tenancy or the personal circumstances of the Landlord are not taken into account. The personal circumstances of the Tenant are only considered if an application for hardship has been made.
20. Relying on its own expertise and general knowledge of rental values in the area, and the comparables provided by the Landlord, the Tribunal considers that the market rent of the subject Property in good condition would be in the order of £1,600 pcm. This is the rent we would expect the property to let for in the open market at the valuation date in the same general condition as the comparable properties.

21. The Tribunal does not consider it necessary to adjust the rent to account for condition as based on the evidence provided by the Landlord and the Tenant, the Tribunal does not consider the condition to be attributable to substantial disrepair by the Landlord and any damage attributable to the Tenant is disregarded.

Open-Market Rent

£ 1,600.00 pcm

Undue hardship

22. The new rent takes effect from the date which is the beginning of the first new period of the tenancy which begins on or after the date of the determination 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 two months after it makes its determination.
23. The Tenant has asked the Tribunal to fix a later starting date in this case. The Tenant says they will be caused undue hardship as a single parent to three children.
24. In response to the Tenant's position on hardship the Landlord stated that the Tenant drives a Porsche and provided a photograph of the vehicle.
25. The threshold for demonstrating undue hardship is high. The Tenant has not produced any evidence to support their submissions. On the basis of the lack of evidence, the Tribunal considers that for the increase to take effect from the date the Tribunal makes its determination would not cause undue hardship and does not fix a later starting date.
26. The Tribunal determines the new rent amount at £1,600.00 per calendar month with effect from 07 September 2026 which is the beginning of the first new period of the tenancy which begins after the date of the determination.

Decision

27. The Tribunal determines the new rent amount at £1,600.00 per calendar month with effect from 07 September 2026 as this is the same as the Landlord proposed rent of £1,600.00 per calendar month.

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 after 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.