



**FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : **KA/LON/OOAP/MNR/2019/0102**

Property : **46A Danvers Road, Hornsey, London
N8 7HH**

Applicant : **Miss W A Whale (tenant)**

Represented : **Not represented**

Respondent : **Planet International (landlord)**

Represented : **Not represented**

Date of Application : **9 December 2019**

Type of Application : **Determination of the market rent
under Section 13(4) of the Housing
Act 1988**

Tribunal : **Mr Ian B Holdsworth FRICS MCI Arb
Mr Alan Ring**

**Date and venue of
Determination** : **1 November 2019
10 Alfred Place, London WC1E 7LR**

DECISION

The rent payable from 9 September 2019 is £350 per week

Background

1. The landlord issued a Notice on 8 August 2019 proposing a new rent under an assured periodic tenancy at 46A Danvers Road, Hornsey, London N8 7HH. They proposed that the current rent passing at the property of £315 per week be increased to £390 per week with effect from 9 September 2019.
2. The tenant made an application to the Tribunal undated but provided by a copy letter dated 14 August 2019 which made an application for the determination of the rent payment at the premises under the provisions of section 13(4) of the Housing Act 1988.
3. The parties did not request an oral hearing but the landlord and the tenant made written representations following the issue of Tribunal directions on 20 August 2019.

Inspection

4. The Tribunal inspected the property on 1 November 2019. The subject property is a self-contained ground floor flat in a two storey semi-detached house.
5. It is in an established residential location with properties of a similar style and age.
6. There is unrestricted car parking in the road.
7. The primary entrance to the property is at the side of the dwelling.
8. The flat comprises: kitchen, lounge, bedroom, shower room/WC and storage.
9. There is a garden to the rear.
10. Access to the property is along a footpath from Danvers Road. We were told that there is an area to the front of the hallway which offered as storage for 46A.
11. We are told that all the furniture in the property is owned by the tenant together with all floor coverings and white goods.
12. The property has all mains services including gas fired central heating
13. The Tribunal were advised that the landlord had carried out adaptations to the flat to facilitate the ambulant disabilities of the current tenant.

The evidence

14. The Tribunal inspection revealed that there was penetrating damp to a number of windows particularly in the hallway near the front door. No other significant defects were identified by the inspection.
15. The Tribunal were supplied with a copy letter from the Home Improvement Team (Private Sector) of the London Borough of Haringay. This identified a number of items of disrepair following an inspection of the property on 24 July 2019. These included a cracked wash hand basin, damaged strip to the bottom rail of the bathroom casement window, lifting metal carpet strip and the failure to fit a restrictor to the lower casement window in the bedroom. Some other minor defects were noted to the bedroom ceiling, cooker ventilation and glazing to the bedroom window.
16. The Tribunal understand that these repairs were made good by the landlord after receipt of the advice from the Housing Officer and following the advice from the Local Authority. We are told they are committed to carrying out these repairs and evidence this by submission of the work instructions provided to the maintenance team.
17. They also contended that 1 bedroom flats in this locality are letting at rents in the order of £1,800-£1,850 per calendar month. They provided evidence of this through extracts from Rightmove of recent lettings. This equates to approximately £420 per calendar month. They also submitted 2 letters from Directors of local estate agents that placed a rental value on the property of between £380-£400 per week.
18. The tenant provided the Tribunal with detail of the defects at the property. She also explained the recent inspection report and dilapidation by the Environmental Health Officer and asked that this be taken into account in the rent determination.
19. The tenant did not submit comparable transaction evidence to the Tribunal.
20. The Tribunal notes that no hearing was requested by either party to discuss these matters.

The law

21. The Tribunal must first determine that the landlord's notice under section 13(2) satisfied the requirements of that section and was validly served.
22. The Housing Act 1988, section 14 requires the Tribunal to determine the rent at which it considered that the subject property might

reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.

23. In so doing the Tribunal, is required by section 14(1), to ignore the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.

24. A copy of the relevant legislation is at Appendix A.

Valuation

25. The Tribunal had regard to the comparable transaction rental evidence supplied by the landlord. They note that the rental evidence was for marketed property rather than let dwellings.

26. The Tribunal applied their own knowledge and experience of rental levels in and around Hornsey, including similar flats in nearby properties.

27. After careful consideration of the evidence submitted the Tribunal decided the comparable evidence submitted by the landlord broadly represented the upper limits of marketed rents for similar property in the locality.

28. It was their opinion that if the subject flat was in the same condition as those available to let on the open market the rental value would be £400 per week.

29. A 10% deduction was made to reflect the benefit of the carpets, curtains, white goods and soft furnishings provided by the tenant.

30. The property has some visible defects which are material to the rent chargeable and a deduction of 2.5% was made to reflect rot to windows, poor thermal insulation and minor damage to plasterwork.

31. An overall deduction of 12.5% was made to the market rent, giving a valuation of £350 per week.

32. The Tribunal accordingly determined that a weekly rent of £350 per week is appropriate for this dwelling in present condition but excluding any improvements made by the tenant.

Decision

33. The Tribunal first determined that the tenants Notice under section 13(2) to satisfy the requirements of that section and was served in time. In coming to its decision on the rent the Tribunal applied the above law.

34. The decision of this Tribunal is based upon submitted written evidence and the information gained from its inspection. As explained at the inspection the Tribunal heard no evidence at inspection.
35. The Tribunal determined that the benefit of tenants' goods are disregarded in assessment of the Market Rent in accordance with the provisions of the Housing Act. The extent of disrepair at this property has only a minimal impact on the rent chargeable.
36. Accordingly, the Tribunal determined that the rent at which this property in present condition, with disregarded tenants' household effects and the appropriate adjustment for disrepair might reasonably be expected to achieve on the open market is **£350 per week**.
37. This rent will take effect from 9 September 2019.

Valuer Chairman: Ian B Holdsworth

Dated: 9 December 2019

Appendix A

Housing Act 1988

14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy—

- (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;
- (b) which begins at the beginning of the new period specified in the notice;
- (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and
- (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.

(2) In deciding under this section, there shall be disregarded—

- (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;
- (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement—
 - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
 - (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and
- (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.

(3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is relevant improvement if either it was carried out during the tenancy to which the notice relates or the following conditions are satisfied, namely—

- (a) that it was carried out not more than twenty-one years before the date of service of the notice; and

(b) that, always during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and

(c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.

(4) In this section “rent” does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements.