



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

Case reference : **KA/LON/00AQ/MNR/2019/0101**

Property : **14 Cumberland Court, Princes Drive, Wealdstone, Harrow HA1 4AD.**

Applicant : **Mr. J. Jenkins.**

Representative : **In person.**

Respondent : **J. S. Estates.**

Representative : **Crownheath Properties Limited.**

Type of application : **Decision under S.14 Housing Act 1988.**

Tribunal member(s) : **Ms. A. Hamilton-Farey LLB, FRICS,
Ms. J. Dalal**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **11 October 2019.**

DECISION

Decision:

The Tribunal determines the market rent for the subject property at £210.00 per week with effect from 9 September 2019.

Background:

1. By an application dated 13 August 2019 the tenant, Mr. Jenkins, sought a determination of the market rent for the subject property (4 Cumberland Court, Princes Drive, Harrow HA1 4UD), having received a notice of increase in rent from the landlord, under S.13 of the Housing Act 1988.
2. The landlord's agents, JS Estates had served a notice proposing an increase in rent from £210.00 per week to £250.00 per week, with effect from 9 September 2019.

Inspection:

3. The tribunal inspected the property on 11 October 2019 in the company of the tenant. No representative from either the landlords or agents attended.
4. The flat is located in a purpose-built block dating from the 1930's from what appears to be rendered brick construction under a flat roof. The block comprises a range of commercial shop premises on the ground floor with two upper floors comprising the residential units. The residential units are accessed via a communal door with entryphone, and stairs to the first floor. There are then internal staircases from the first-floor walkway to the upper floors. The common parts to the building are basic with walkways open to the weather. At the time of our inspection these walkways were wet from rainfall with various puddles of lying water. Externally the block is part rendered. The condition of this rendering is poor with flaking paintwork, and cracked render, giving an overall impression of a poorly maintained building.
5. The accommodation within the property comprises two bedrooms, a kitchen, bathroom/w.c. and living room. Although there is double-glazing throughout, the property has no central heating, and the only form of heating is provided through a gas fire provided by the landlord. Hot water is supplied to the kitchen and bathroom by a gas boiler situated in the kitchen. The tenant has provided the carpets, curtains and white goods within the flat, and carried out redecoration as and when required. Generally, the property is in a good decorative condition. No furniture has been provided by the landlord. The kitchen and bathroom fixtures are in a dated, although usable condition, and not to the standard that one would expect in a current market letting. From the kitchen door is access to a metal fire escape staircase giving access to a poorly maintained garden/hard standing area at the rear of the block. This area appears to have been altered in

the past with signs of old sheds on walls. The gardens at the rear of the property are all boarded-up, giving a neglected appearance,

6. The tribunal took the time to externally inspect comparable properties in the same block with rents ranging from £1,100.00 to £1,150.00 per calendar month. It appeared from the Rightmove details that the flats were newly refurbished, with gas central heating, fully tiled bathroom/w.c. and laminate flooring.

The Law:

7. In accordance with the terms of Section 14 of the Housing Act 1988, the tribunal proceeded to determine the rent at which it considered the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
8. In so doing the tribunal, as required by Section 14(2) ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in Sections 14(2) and 14(3) and any reduction in the value caused by a failure of the tenant to comply with any terms of the tenancy. Section 14 is reproduced at the end of these reasons.

The Tenancy:

9. The tribunal was not provided with a copy of a tenancy agreement. However, it appears from the application and previous tribunal decisions that the original tenancy commenced in 1947 and there has been a succession by the tenant to an Assured Periodic Tenancy under the Housing Act 1988.

The Determination:

10. Neither party requested an oral hearing. The matter was therefore considered on the basis of the written representations received from the parties and the tribunal's inspection.

Evidence:

11. The tenant made written representations and provided copies of Rightmove details of similar flats in the area.
12. The landlord provided Rightmove details of the similar flats in the block which have been identified above.

The Decision:

13. The tribunal is required to determine the rent of the flat in accordance with the statutory provisions of the Housing Act 1988. In the first instance the tribunal determined what rent the landlord could reasonably expect to obtain for the property in the open market if it were let in the condition considered usual for such an open marking letting.

14. The tribunal preferred the evidence supplied by the landlord in this instance because it related to flats in the same block. Having considered this evidence, the tribunal determines that an open market rental of £1,150.00 per calendar month would be within the range of rents to be expected of a two-bedroom flat in this location. We adopt this rent as the starting point, and this equates to approximately, £265.00 per week, and reflects the general lowering of rents for properties such as this and in this condition, which have been widely published.
15. The tribunal considers that that figure represents the full market rent for a similar property let on similar terms but determines that a prospective tenant would reduce their rental bid to reflect the actual condition of the flat, the lack of central heating, carpets, curtains, white goods and modernisation. We consider that the rent, considering these factors, would reduce to £210.00 per week. Our valuation is set out below: -

	£/ week
Market rent:	£265.00
Lack of central heating, white goods, Carpets, curtains, and modernisation: Allowance made for gas fire supplied by the landlord.	<u>£ 55.00</u>
	£210.00 per week.

Hardship:

16. There was no evidence of hardship claimed by the tenant. In any event, the rent set by the tribunal remains at the existing rent and therefore any element of hardship would not apply.

Name: Aileen Hamilton-Farey **Date:** 11 October 2019

Housing Act 1988 c. 50

s. 14 Determination of rent by tribunal.

14.— Determination of rent by [tribunal]¹.

(1) Where, under subsection (4)(a) of section 13 above, a tenant refers to [the appropriate tribunal]² a notice under subsection (2) of that section, the [appropriate tribunal]³ shall determine the rent at which, subject to subsections (2) and (4) below, the [appropriate tribunal]³ 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 making a determination 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 a 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, at all times 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 [, in respect of council tax]⁶ 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.

(5) Where any rates in respect of the dwelling-house concerned are borne by the landlord or a superior landlord, the [appropriate tribunal]⁷ shall make their determination under this section as if the rates were not so borne.

(6) In any case where—

(a) [the appropriate tribunal]⁸ have before them at the same time the reference of a notice under section 6(2) above relating to a tenancy (in this subsection referred to as “the section 6 reference”) and the reference of a notice under section 13(2) above relating to the same tenancy (in this subsection referred to as “the section 13 reference”), and

(b) the date specified in the notice under section 6(2) above is not later than the first day of the new period specified in the notice under section 13(2) above, and

(c) the [appropriate tribunal]⁹ propose to hear the two references together,

the [appropriate tribunal]⁹ shall make a determination in relation to the section 6 reference before making their determination in relation to the section 13 reference and, accordingly, in such a case the reference in subsection (1)(c) above to the terms of the tenancy to which the notice relates shall be construed as a reference to those terms as varied by virtue of the determination made in relation to the section 6 reference.

(7) Where a notice under section 13(2) above has been referred to [the appropriate tribunal]¹⁰, then, unless the landlord and the tenant otherwise agree, the rent determined by [the appropriate tribunal]¹¹ (subject, in a case where subsection (5) above applies, to the addition of the appropriate amount in respect of rates) shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to [the appropriate tribunal]¹² that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the committee may direct.

(8) Nothing in this section requires [the appropriate tribunal]¹³ to continue with their determination of a rent for a dwelling-house if the landlord and tenant give notice in writing that they no longer require such a determination or if the tenancy has come to an end.

(9) This section shall apply in relation to an assured shorthold tenancy as if in subsection (1) the reference to an assured tenancy were a reference to an assured shorthold tenancy.

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).