



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

Case Reference	:	LON/00AS/MNR/2019/0147
Property	:	50 The Chase, Ickenham, Middx UB10 8ST
Applicant	:	Mr Charles Manning (Tenant)
Representative	:	None
Respondent	:	Battersea F/H & L/H Property Company Ltd. (Landlord)
Representative	:	Hamways Ltd.(Managing Agent)
Type of Application	:	Section 13(4) Housing Act 1988
Tribunal Members	:	Mr. N. Martindale FRICS Mr. A. Ring
Date and venue of Hearing	:	6 March 2020 10 Alfred Place, London WC1E 7LR
Date of Decision	:	6 March 2020

REASONS FOR DECISION

Background

- 1 The First Tier Tribunal received an application dated 24 November 2020, from the tenant of the Property regarding a notice of increase of rent, served by the landlord, under S.13 of the Housing Act 1988 (the Act).
- 2 The notice, dated 29 October 2019, proposed a new rent of £1032.50 per calendar month, with effect from and including 3 December 2019. The rent payable up to and including 2 December 2019 was stated to be £1,000 pcm.

- 3 The tenancy is an assured periodic monthly tenancy. The current tenant succeeded the former regulated tenant, from and including 5 October 2012. No copy of any tenancy was provided.

Inspection

- 4 The Tribunal inspected the property on 6 March 2020. The tenant attended, the landlord did not.
- 5 The Property is a late 1920's detached bungalow. It is located in a quiet residential road in Uxbridge containing similar detached and semi-detached bungalows. However, the rear garden to the Property backs directly onto the busy and noisy dual carriageway of the A40 and is very near its junction with the A437, Long Lane. While the Property is located a few minutes' walk from the London Underground station at Hillingdon, it is also positioned near the flight path from RAF Northholt to the east. There are on-street parking restrictions.
- 6 The Property has off street parking for one car, though the driveway is an unsealed track. It remains very much as it was built nearly a century ago with solid brick, partly rendered walls and a single lap clay tiled double pitched hipped roof of that era. The windows and external doors are the original timber. To the rear of the Property is a full width plot, sizeable garden containing a number of basic lean-tos, sheds and a garage. They are simple timber framed structures, with an asbestos or steel sheeted construction. Between front and rear there is a narrow driveway to one side of the Property and a narrow pedestrian access to the other.
- 7 The Property is approximately square in footprint. All accommodation is at ground level. There is, via a small ladder access, a storage loft over. The accommodation comprises 4 rooms, kitchen bathroom/WC. The fittings and fittings of all rooms are either as constructed or contain minor and now very dated modernisations made by the former tenant in the late decades of the C19th. The kitchen and bathroom fittings are functional but very basic. There is partial secondary glazing. The heating is from old electric storage heaters in the principal rooms. The carpets and curtains have become the landlords since the succession but, are dated and in basic condition. The white goods are the tenants.
- 8 The Property is in poor decorative order and repair outside and inside. Manifestly very few repairs let alone improvements have been made over the years or recently. Plasterwork throughout the interior walls, partitions and ceilings is in poor condition. Damp is an issue in small areas of some rooms.

Evidence

- 9 Directions, dated 24 December 2019, for the progression of the case, were issued. Neither party requested a hearing, but both made written

submissions. The landlord's representations focused on local market evidence of rents for properties in good condition; the tenant's representations set out the history of the letting, past improvements, the continuing neglect of the Property by the landlord and the nuisance arising from the A40 in particular.

Law

- 10 In accordance with the terms of S14 of the Act we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus, the Property falls to be valued as it stands; but assuming that the property to be in a reasonable internal decorative condition. The value, if any, of all historic improvements carried out under the preceding regulated tenancy, were not ignored when setting the rent.

Decision

- 11 Based on the Tribunal's own general knowledge of market rent levels in Hillingdon, we determine that the subject property would let on normal Assured Shorthold Tenancy (AST) terms, for £1,700 per calendar month, fully fitted and in good order. However, the Tribunal must discount this rent for: functional but, basic nature of the bathroom and kitchen; the absence of full double glazing; the absence of full central heating; the dated and limited nature of the electrical installation; the absence of landlord's 'white goods', modern floor finishes and curtains; and the poor condition of roof, windows, doors, walls and ceilings. The Tribunal also noted the proximity of the A40 and the almost continuous noise and fumes arising, though mitigated in part, by the Property's proximity to the underground railway station to central London. To reflect all of these we accordingly deduct £680, and thus determine the new rent on review, at £1020 per calendar month.
- 12 This rent is less than that proposed in the landlord's notice. However, we adopt the same effective date as set out in their notice so that the new rent will take effect from 3 December 2020, the date given in that notice.

Chairman N Martindale FRICS

Dated 6 March 2020

S.14 Housing Act 1988:

Determination of rent by Tribunal.

- (1) Where, under subsection (4)(a) of section 13 above, a tenant refers to [F2the appropriate tribunal] a notice under**

subsection (2) of that section, the [F3appropriate tribunal] shall determine the rent at which, subject to subsections (2) and (4) below, the [F3appropriate tribunal] 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
- (a) 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.

In making a determination under this section in any case where under Part I of the Local Government Finance Act 1992 the landlord or a superior landlord is liable to pay council tax in respect of a hereditament (“the relevant hereditament”) of which the dwelling-house forms part, the Tribunal] shall have regard to the amount of council tax which, as at the date on which the notice under section 13(2) above was served, was set by the billing authority—

- (a) for the financial year in which that notice was served, and
- (b) for the category of dwellings within which the relevant hereditament fell on that date,

but any discount or other reduction affecting the amount of council tax payable shall be disregarded.

(3B) In subsection (3A) above—

(a) “hereditament” means a dwelling within the meaning of Part I of the Local Government Finance Act 1992,

(b) “billing authority” has the same meaning as in that Part of that Act, and

(c) “category of dwellings” has the same meaning as in section 30(1) and (2) of that Act.

(4) In this section “rent” does not include any service charge, within the meaning of section 18 of the M1Landlord 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 [F6, in respect of council tax] 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 [F7appropriate tribunal] shall make their determination under this section as if the rates were not so borne.

(6) In any case where—

(a) the Tribunal 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

(a) 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

(b) the Tribunal propose to hear the two references together,

the Tribunal 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 Tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal (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 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 Tribunal may direct.

(8) Nothing in this section requires the Tribunal 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.