



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

**Case Reference** : **LON/00BE/MNR/2020/0074  
P:PAPERREMOTE**

**Property** : **25 Champion Grove London SE5 8BN**

**Applicant** : **Mr Fitzroy Joshua Albertis**

**Respondent** : **Mr Hugh Martin Harris**

**Date of Application** : **23 March 2020**

**Type of Application** : **Determination of the market rent under  
Section 14 Housing Act 1988**

**Tribunal** : **Mrs E Flint FRICS**

**Date and venue of  
Determination** : **29 September 2020  
remote hearing on the papers.**

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**DECISION**

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The market rent as at 18 April 2020 is £320 per week.

This has been a hearing on the papers which has been consented to by the parties. The form of remote hearing was P:PAPERREMOTE, a paper determination which is not provisional. A face to face hearing was not held because it was not practicable and all the issues could be determined on the papers. The documents that I was referred to are in an electronic bundle, the contents of which I have recorded.

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## **Background**

1. On 23 March 2020 the tenant of the above flat referred to the Tribunal a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988.
2. The landlord's notice, which proposed a rent of £376 per week with effect from 18 April 2020, is dated 14 March 2020.
3. The tenancy is a periodic tenancy which commenced 3 July 2016.
4. Owing to the Covid 19 restrictions the parties were asked if they would consent to the application being dealt with on the papers. Both parties confirmed that they were content for the matter to be dealt with on the papers. The Tribunal received written representations from both the landlord and the tenant.

## **The Evidence**

5. The landlord stated that the area legally occupied by the tenant was 73 sq m but that the tenant also occupied other areas in the house. He compared the floor area with that of a typical one bed council flat which he stated was 32 sq m. He agreed that the local authority had carried out some repairs because, he stated, the tenant had refused him access.
6. The landlord proposed that the rent for all the space occupied by the tenant should be of the order of £750 week.
7. The tenant described his accommodation as comprising on the ground floor two bedrooms, shared bathroom and wc and storage in the communal hall and on the lower ground floor two rooms, kitchen, store room and outside wc. The gardens to the front and rear of the house and parking on the driveway were shared. It is situated close to all local amenities including stations and bus routes.
8. As regards the condition of his accommodation the wc cistern is broken and leaks, the veranda roof leaks and the landing window does not close properly.
9. The tenant is responsible for internal decorations. He had supplied new bath taps and replaced an electric plug and light socket.

## **The Accommodation**

10. The Tribunal viewed the locality on Streetview. The property is situated in a residential road of houses built mainly c1900. On street parking is available. Local facilities are available nearby.

11. The accommodation is not self-contained, does not have the benefit of central heating or double glazing and has been let unfurnished.

### **The law**

12. In accordance with the terms of section 14 Housing Act 1988 the Tribunal proceeded 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.
13. In so doing the Tribunal, as required by section 14(1), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.

### **Valuation**

14. In coming to its decision, since neither party provided any comparable evidence, the Tribunal had regard to its own general knowledge of market rent levels in the area of Denmark Hill and Camberwell.
15. In determining the rental value of the subject property, the Tribunal has taken into account all the factors in respect of lack of self-containment and modernisation, flooring, curtains or blinds and white goods usually found in an Assured Shorthold letting together with the terms of the tenancy.

### **The decision**

16. The Tribunal concluded that the rent at which the property might reasonably be expected to be let on the open market is £320 per week.
  - a. The rent has been determined as at 18 April 2020 in accordance with the landlord's notice.

Chairman: Evelyn Flint

Dated: 29 September 2020

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### **ANNEX - RIGHTS OF APPEAL**

- i. 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.

- ii. 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.
- iii. 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.
- iv. 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.

## **Appendix 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 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 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....

