



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

**Case Reference** : **LON/00AC/MNR/2020/0073  
P:PAPERREMOTE**

**Property** : **19 Woodville Road London NW11 9TP**

**Applicant** : **Ms E Molina**

**Respondent** : **Mr D Kaufman**

**Date of Application** : **11 May 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** : **30 September 2020  
remote hearing on the papers.**

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**DECISION**

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The market rent as at 1 June 2020 is £330 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 11 May 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 £360 per week with effect from 1 June 2020, is dated 30 April 2020.
3. The tenancy is a periodic tenancy which commenced 1 June 2007. The agreement prohibits sharing as follows: *“Not to permit any other person, including the Tenant’s spouse or children, if any, to reside in the premises for more than two consecutive days, or a total of four days in any month.”*
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 disputed the tenant’s description of the flat as being two rooms, kitchen, bathroom and separate wc and referred to a floor plan in support of his contention that there are two bedrooms and a living room/kitchen. He stated that the floor area, including the entrance lobby was 59 sq m.
6. He referred to a number of flats available to rent ranging from £1300 per month for a one bedroom flat above a shop to a recently modernised two double bedroom flat with open plan living/kitchen at £1600 per month.
7. He did not consider the Tenant’s comparables to be comparable as they were all smaller than the subject flat and did not have the benefit of a garden. He referred to an undated letter from an agent who had inspected the flat in 2017 which suggested that after carrying out some repairs the flat could be marketed at £1600 per month (£369 per week) or let on a guaranteed rent agreement for £1350 per month (£312 per week).
8. The landlord proposed that in view of his comparables the rent should be determined at £1600 per month and certainly no lower than £365.92 per week.
9. The tenant described that flat as having a living room, bedroom, eat in kitchen, bathroom, separate wc and garden. She had provided the carpets and underlay and decorated the flat. A neighbour had provided her with a replacement entrance door. The flat was situated with good access to both buses and Brent Cross tube station.

10. The Tenant referred to a number of one-bedroom flats at asking prices of £1083 (£250 per week) to £1195 per month (£276 per week). All were within walking distance of the subject flat.

### **The Accommodation**

11. The Tribunal viewed the locality on Streetview. The property is situated in a residential road of inter war built houses. On street parking is available. Local facilities are available nearby.
12. The flat, based on the floor plan provided by the Landlord has two rooms, a third room which contains a cupboard housing the kitchen, a bathroom and separate wc and a garden. It is not disputed that the flat is double glazed and centrally heated. The white goods are the Landlord's.
13. The Tribunal notes that based on the floor plan the largest room is at the front of the house, the room containing the kitchen is situated at the rear together with another room which it is assumed is a bedroom. The room containing the kitchen provides very limited living space, particularly when the doors to the kitchen are open.

### **The law**

14. 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.
15. 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**

16. In coming to its decision, the Tribunal had regard to the evidence supplied by the parties and the members' own general knowledge of market rent levels in the area of Golders Green and Brent Cross.
17. The Tribunal determines that the landlord's comparables are of a higher standard than the subject property. In particular the comparables all have living rooms in proportion within the remainder of the accommodation within the two bedroom flats. If the flat is to be compared with two bedroom flats the living space in the subject flat is inferior to the comparables. Moreover, the comparables provide a better standard of accommodation. It is noted that only one has a garden.

18. The Tenant's comparables are smaller than the subject since even if it is considered to be only a one bedroom flat it has the benefit of a kitchen/diner.

19. In determining the rental value of the subject property the Tribunal has taken into account all the factors in respect of condition, lack of flooring, and the terms of the tenancy which prohibits sharing the flat even with her family. The best evidence is that for one bedroom flats taking into account the generous size of the flat and the benefit of the garden

### **The decision**

20. The Tribunal concluded that the rent at which the property might reasonably be expected to be let on the open market is £330 per week.

21. The rent has been assessed as at 1 June 2020 in accordance with the landlord's notice.

Chairman: Evelyn Flint

Dated: 30 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 to 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....

