



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

Case reference : **Lon/00AC/MNR/2020/0008**

Property : **30 Linkside Finchley London N12
7LF**

Applicant : **Ms Gurmeet Sambhi**

Respondent : **Callaway & Co on behalf of landlord**

Type of application : **Section 13 Housing Act 1988**

Tribunal member(s) : **Judge D I Jagger MRICS
Mrs A Hamilton Farey**

Date and venue of hearing : **Video Hearing 24 September 2020**

Date of reasons : **16 October 2020**

REASONS (HOUSING ACT 1988)

Decision of the tribunal

- (1) The Tribunal determines that the rent that the property in its current condition might reasonably be expected to achieve in the open market under an assured tenancy is £1800 per month

Background

1. The tenant lives in the property as an assured periodic tenant since 27th July 1996. On 6 December 2019 the landlord served a notice pursuant to section 13 of the Housing Act 1988 seeking to increase the rent from £1575 to £1950 per month effective from 27 January 2020.
2. By an application received on the 15 January 2020 the tenant referred that notice to the tribunal for a determination of the market rent. and the tenant subsequently requested a hearing

Submissions

3. The Video hearing in this matter took place on 24 September 2020. Both the tenant and the landlord's agent appeared.
4. Written representations were received from Mr Albert of Callaways on behalf of the landlord suggesting a monthly market rent he relied two comparable lettings, namely 44 Linkside which was in good condition and let at £2000 per month and 3 West Avenue which was stated to be in poor condition which let at £1825 per month.
5. The applicant provided a selection of evidence dating back to 2013 which was not considered appropriate by the Tribunal due to a lack of information and its historical nature. In addition, the applicant provided a detailed schedule of the condition of the property which confirmed it was partially double glazed, part electrical rewiring , damp problems via bathroom, dated kitchen and sanitary fittings and no white goods. This evidence was not contested by the landlords agent.

Inspection

6. Due to the current restrictions the tribunal did not inspect the property and relied on information provided by the parties and its expert knowledge. The property is a 1930s three bedroom semi detached house with one living room, kitchen, bathroom, garage and rear garden. The property is located in an established residential area amongst dwellings of a comparable age and type convenient to local amenities.

The Law

8. The rules governing a determination are set out in section 14 of the Housing Act 1988. In particular, the tribunal is to determine the rent for each flat at which the property might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy, subject to disregards in relation to the nature of the tenancy (i.e. it being granted to a “sitting tenant”) and any increase or reduction in the value due to the tenant’s improvements or failure to comply with the terms of the tenancy. In the absence of any evidence to the contrary, the tribunal has proceeded on the basis that the landlord is responsible for repairs to the structure, exterior and any installations pursuant to section 11 of the Landlord and Tenant Act 1985 and the tenant for interior decoration.

The valuation

- 9 Having carefully considered all of the evidence the Tribunal considers that the rent that would be achieved in good condition with modern amenities would be £2000 per month in accordance with the comparable provided by Callaways, namely 44 Linkside.
10. That however is the rent that would be achieved if the property was let in good condition with all modern amenities. Based upon the evidence provided to the Tribunal we consider that that the rent should be reduced by £200 to reflect the dated kitchen and and bathroom fittings,, partial double glazing and basic electrical wiring. Our deduction reduces the rent to a figure of £1800 per month
11. We have not made any deduction to reflect the decorative state of the property because this is the tenants responsibility under the term of the letting.
- 12 Section 14 (7) of the Housing Act 1988 states that the rent set by the tribunal will apply from the date specified in the notice unless it appears to the tribunal that would cause undue hardship to the tenant. Ms Sambhi made reasonable representations to the Tribunal that there was undue hardship caused by the proposed rent increase and, therefore, the rent determined by the tribunal is to take effect from the date of the Tribunals decision , being 24 September 2020.

Name: Judge D Jagger

Date: 15 October 2020

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).