



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

**Case reference** : **LON/00AJ/MNR/2020/0013 V:CVP**

**Property** : **87A Townholm Crescent, Hanwell,  
London W7 3DE**

**Applicant** : **Miss Rebecca Hagger**

**Representative** : **In Person**

**Respondent** : **Ms Yvonne Francis**

**Representative** : **In Person**

**Type of application** : **Market Rent under s13 & 14 of the  
Housing Act 1988**

**Tribunal member(s)** : **Mr A Harris LLM FRICS FCIArb  
Mr O Miller BSc**

**Date and venue of  
hearing** : **17 September 2020 by Cloud Video  
Platform**

**Date of decision** : **17 September 2020**

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**DECISION**

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This has been a remote video hearing which has been consented to by the parties. The form of remote hearing was by Cloud Video Platform (V:CVP). A face to face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The documents that the tribunal was referred to are in an electronic bundle of 194 pages, the contents of which the tribunal took into account. In accordance with the Practice Directions applicable to tribunals as a result of the Covid 19 pandemic and as stated in the Directions dated 15 July 2020, no inspection was made.

### **Decisions of the tribunal**

- (1) The tribunal determines that the market rent is £1400 (one thousand four hundred pounds) per calendar month.
- (2) The tribunal makes the determinations as set out under the various headings in this decision.

### **The application**

1. The applicant seeks a determination pursuant to section 13 & 14 of the Housing Act 1988 following the service of a notice by the landlord proposing a rent increase to £1457.00 per month.

### **Background**

2. On 21 January 2020 the landlord served a notice of increase proposing a new rent of £1457 per month in place of the existing rent of £1348.77 per month starting date for the new rent was to be 21 February 2020. The notice recorded that the first rent increase date after 11 February 2003 is 16 October 2019.
3. A second notice dated 31 January 2020 was served amending the first rent increase date to 7 October 2014. The tribunal concluded that the correction was not material and that a valid notice had been served. The tribunal noted that no objection had been taken to the form of notice.
4. On four February 2020 the tenant, Rebecca Hagger, made an application to this tribunal challenging the increase. The application included a previous tenancy agreement and set out previous attempts to increase the rent and to obtain possession of the property under the section 21 procedure. The current tenancy agreement was said to be in the possession of the court and not available to the tribunal.

### **The property**

5. The subject property is a first-floor self-contained with one living room, two bedrooms and a bathroom/WC. The flat is use of the garden.
6. The application shows that the flat is partly furnished with a with two drawers , a leather sofa, cooker, fridge, freezer. There is also to double bed frames and a table and chairs although these are described by the tenant as being broken.
7. The application records that the landlord and tenant agreed the tenant could make improvements to the kitchen and bathroom and decor before moving in and receipts were provided to the landlord. In evidence the landlord stated she trusted the tenant and did not inspect.
8. The landlord is responsible for repairs and section 11 of the Landlord and Tenant Act 1985 applies.
9. The tenant is responsible for keeping the interior of the property and decorations in good repair and condition but is not obliged to put them into any better repair than they were at the beginning of the tenancy.

### **The tenant's evidence**

10. The tenant objects to the rent increase on the basis that the flat suffered from mould meaning she had to clean and repaint regularly. There is no extractor fan which is a major cause of the mould. It is also unfair that the tenant should have to pay for boiler servicing. There are several photographs in the bundle showing mould.
11. The fittings in the flat on our 10 years old and dated but agreed were replaced when she moved in in October 2010.
12. In response to a question from the tribunal the tenant said the rent should be £1,300 to £1,350 per month based on decor and quality.
13. The downstairs flat is let at £1400 per month but is in better decorative condition and has better fixtures and fittings. The tenant said she had viewed other properties to see what was on offer and rents of £1400-£1500 per month were for flats with new kitchens and bathrooms and are to a generally higher standard.

### **The landlord's case**

14. The landlord states she does not have control of the interior of the flat. She accepts there may be condensation but Ealing Council installed air bricks to improve ventilation. The property has solid external walls so there is little on a

practical level which can be done to alleviate the problem. If additional works are required such as extractor fans, then the freeholders, Ealing Council, will need to give consent. The boiler has been replaced and prior to replacement the rent was reduced to reflect the tenant having a British Gas service agreement. Going forward the landlord is to meet the cost of those services. Legally a carbon monoxide detector is not required. The flat has the benefit of a white smoke alarm. The flat is not in a state of disrepair for the size of property and its location. White goods belong to the landlord apart from the washing machine which is the tenants.

15. The landlord said she started by looking at comparable properties in the locality and flats available in the market were £1500 per months for a flat with two large double bedrooms and close to schools. This figure was then discounted to the proposed new rent.
16. The rent has been paid by Ealing Council and the tenant is not therefore suffered any hardship.

### **The Law**

17. The Tribunal must first determine that the landlord's notice under section 13(2) satisfied the requirements of that section and was validly served.
18. The Housing Act 1988, section 14 requires the Tribunal 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.
19. In so doing the Tribunal, is required by section 14(1), to ignore the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act. Any improvements made during the previous regulated tenancy are no longer disregarded.

### **Valuation**

20. Neither party put forward any specific comparables for consideration by the tribunal.
21. The tribunal considered the range of figures put forward by either party and the condition of the property. The tribunal also relied on its own knowledge and experience. Taking all of the evidence into account the tribunal determines that a rent should be set at £1400 per calendar month.

## **Effective date**

22. Under s14 (7) of the Housing Act 1988 the effective date of the decision would normally be the date shown on the application unless there is hardship to the tenant.
23. On the evidence submitted the tribunal does not find sufficient evidence of hardship and therefore the effective date of the decision is 21 February 2020.

**Name:** A P Harris  
Valuer Chair

**Date: 25 November 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).