



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

Case reference : **KA/LON/00AY/MNR/2020/0112**

Property : **93, Wolfington Road, South Norwood,
London. SE27 0RH**

Applicant : **Nina Cliff**

Respondent : **Northumberland and Durham Property
Trust Ltd.**

Type of application : **Sections 13 and 14, Housing Act 1988**

Tribunal members : **(1) Tribunal Judge S.J. Walker
(2) Tribunal Member Ms. A. Flynn MA
MRICS**

**Date and Venue of
hearing** : **Decided on the Papers**

Date of Decision : **14 December 2020**

Date of Reasons : **6 January 2021**

REASONS

Background

1. On 21 August 2020 the tenant of the above property referred to the Tribunal a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988 (“the Act”).
2. The landlord’s notice, which proposed a rent of £1,740 per month is dated 19 August 2020. The notice proposed a starting date for the new rent of 1 October 2020. The rent passing was stated as being £1,690 per month.

3. The tenancy is an assured periodic tenancy. From the tenant's application, the assured tenancy was granted in June 2013.
4. Directions were issued on 30 October 2020. These stated that because of the Covid-19 pandemic the Tribunal was not holding face-to-face hearings and would not inspect the interior of any property. They also stated that the application would be decided on the written submissions of the parties during the 14 days commencing on 14 December 2020. The parties were also informed that they could ask for a hearing by telephone or video and a form for doing so was provided. The tenant returned the form stating that she was content with a decision on the papers. No request for a hearing was made by the landlord.
5. The directions also informed the parties that the Tribunal may use Google Street View to gather some information about the location, type and external appearance of the property.
6. On 14 December 2020 the Tribunal determined that the market rent pursuant to the section 13 notice should be £1,740 per month and notice of that decision was issued. The tenant requested reasons in writing on 22 December 2020.

The Landlord's Case

7. No submissions were received from the landlord.

The Tenant's Case

8. In her application the tenant described the property as being a fully detached house comprising a living room, a dining room, 4 bedrooms, a kitchen, a bathroom, a cellar and an attic together with a garden. She stated that no services were provided under the tenancy and that it was unfurnished. She also stated that 31 years ago – before the current tenancy commenced – new wiring was installed and in 2009 central heating was installed. Repairs and external decorations were the responsibility of the landlord and internal decoration was her responsibility. There was no written tenancy agreement.
9. In a letter sent with her application the tenant stated that she did not think that the rent should increase because of the Covid-19 pandemic and the fact that the country was in recession. She stated that there were damp patches and dry rot in the property.
10. In the reply form she sent to the Tribunal the tenant provided more details about the property. She stated that it covered 4 floors and she gave the approximate sizes of the rooms. Here she described the fourth bedroom as a box room approximately 10 feet by 9. There was no double glazing. She stated that she had put a new bathroom in 3 to 4 years ago and that the landlord had re-imbursed the cost. Central heating had been provided by the tenant's mother, a previous tenant.
11. With regard to defects at the property, the tenant stated that there were damp patches on one side of the wall in the living room and that the wallpaper was coming away. With regard to the dining room, she stated that there was a suspected leak from central heating pipes onto the dining room ceiling and that

workmen were due to come and look at this. She further stated that there was damp on the walls in the second bedroom. The kitchen was described as being not modernised and the kitchen cupboards were over 30 years old. No other defects or disrepair were mentioned.

12. The tenant provided no documentary evidence other than her application and the completed reply form.
13. No evidence in respect of comparable properties was provided by either party.

The Law

14. The law which sets out the Tribunal's approach is given at section 14 of the Act which insofar as relevant is as follows:

(1) Where, under subsection (4)(a) of section 13 above, a tenant refers to a [Tribunal] a notice under subsection (2) of that section, the [Tribunal] shall determine the rent at which, subject to subsections (2) and (4) below, the [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;

[...].

Findings

15. The Tribunal looked at the property on Google Street View. This showed it to be a Victorian property of brick construction with a slate roof with splay bay windows on the ground and first floors. It has sash windows which appear to be the originals. It is situated in a pleasant residential road with properties of a similar date. The Tribunal bore in mind that the property is detached and has four bedrooms, albeit one is small. In its professional knowledge and experience three bedroom semi-detached properties of a similar size and in the vicinity can be expected to obtain a rent of between £2,000 and £2,400 per month. Given this, the Tribunal concluded that the starting point for a 4-bedroom property similar to the subject property prior to adjustment for condition was £2,400 per month.
16. In the absence of any representations from the landlord, the Tribunal accepted the defects stated by the tenant and set out above. These principally related to damp, a possible leaking pipe and a lack of modernisation, including an unmodernised kitchen and no double glazing. It also bore in mind her statement that there was dry rot in the property, though she did not explain where this was.
17. The Tribunal considered that these factors required an adjustment of 27.5% or £660 per month, leaving an adjusted rent to reflect the actual condition of the property of £1,740 per month. The Tribunal determined that this should take

effect from 1 October 2020, being the date specified in the landlord's notice of increase.

Tribunal Judge S.J. Walker
Chairman

ANNEX - RIGHTS OF APPEAL

- The Tribunal is required to set out rights of appeal against its decisions by virtue of the rule 36 (2)(c) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013 and these are set out below.
- If a party wishes to appeal against 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.