

Notice of the Tribunal Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)

Housing Act 1988 Section 14

Address of Premises

Ground floor flat, 19 Temple Road W5 4SL

The Tribunal members were

Miss A Seifert FCI Arb
Mr A Parkinson MRICS

Landlord

Lifespace

Address

16-18 Warrior Square, Southend-on Sea, Essex, SS1 2WS

Tenant

Mrs Janet Ashby

1. The rent is: £

1,100

Per

calendar month

(excluding water rates and council tax but including any amounts in paras 3)

2. The date the decision takes effect is:

23rd August 2020

*3. The amount included for services is/is negligible/not applicable

Per

5. Date assured tenancy commenced

1980 approximately

6. Length of the term or rental period

monthly

7. Allocation of liability for repairs

Section 11 Landlord and Tenant Act 1985

8. Furniture provided by landlord or superior landlord

No

9. Description of premises

Ground floor flat. The accommodation comprises 2 living rooms, 2 bedrooms, 1 kitchen, 1 bathroom and toilet. No central heating.

Chairman

A Seifert

Date of Decision

21st April 2021



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

Case Reference : *LON/00AJ/MNR/2020/0106*

Property : Ground floor flat, 19 Temple Road,
London, W5 4SL ('the Flat')

Applicant : Mrs Janet Ashby ('the tenant')

Respondent : Long Term Investments (PRS3) ('the
landlord')

Type of Application : Section 13 Housing Act 1988

**Rent Assessment
Committee Members** : Miss A Seifert FCI Arb
Mr A Parkinson MRICS

Date and venue : 21st April 2021 at 10 Alfred Place, London
WC1E 7LR

Date of Decision : 21st April 2021

REASONS FOR DECISION

The background

1. By a notice proposing a new rent under an assured periodic tenancy under section 13(2) of the Housing Act 1988 dated 2nd July 2020, the respondent landlord proposed a new rent for the property of £1,100 per month in place of the existing rent of £1,000 per month.
2. The notice stated that the starting date for the new rent would be 23rd August 2020.
3. Mrs Ashby entered into an assured tenancy with the landlord of the Flat in about 1980. The tenant stated in the application that she was not in possession of a written tenancy agreement. In a letter to the Rent Assessment Committee ('the Tribunal') dated 23rd January 2021 it was stated that the tenant had been informed by Lifespace that there was no written tenancy agreement.
4. By an application to the Tribunal under section 13(4) of the Housing Act 1988, received on 13th July 2020, Mrs Ashby referred the notice proposing a new rent for a determination.
5. The Tribunal issued directions dated 22nd January 2021. In the directions it was stated that the Tribunal would decide the application based on the written submissions of the parties. However, both parties were provided with the opportunity to request a hearing by way of telephone hearing or video conferencing. The directions stated that if a request for an inspection was made this would be for an external inspection only. However, no such requests were made. The matter proceeded to be determined on the papers.

The Evidence

6. The tenant completed the Reply form and section 13(4) application. The Flat is a ground floor flat. The building does not contain a lift. The accommodation comprises 1 living room, 1 dining room, 2 bedrooms, 1 kitchen, 1 bathroom and toilet, and a lean to. Diagrams of the accommodation and approximate dimensions were included in the Reply form. It was noted that the small second bedroom was stated to measure approximately 44.5 inches by 76 inches.
7. In the Reply form and tenant's application, it was stated that there was no central heating or double glazing in the Flat. Carpets, curtains and white goods

were provided by the tenant. There was no separate charge made for service maintenance, repairs or landlord's management costs. The property had the facility for permit parking and a small back garden and shared small front garden. The tenant is provided with a hot water heater which is checked and maintained by the landlord.

8. The tenant did not identify any improvements carried out to the Flat, save that in the tenant's application it was stated repairs had been carried out to a lean to attached to the kitchen. No further details were provided.
9. The following disrepairs/ defects were noted in the Reply form:

Front door porch – wood rotting, loose slates, flaking paint

Front and back windows – sashcords rotting or broken, flaking paint and putty round windows, window sills need attention

Front garden wall – bricks crumbling

Rear garden – back gate and fence panel rotting
10. In the application it was stated that the landlord was responsible for exterior repairs and major interior repairs, and the tenant for internal decorating.
11. No written submission was provided by the landlord. No comparable evidence was provided by either party. There was no inspection of the property by the Tribunal. It was noted in the Reply form that there are 3 bus routes and 1 underground line nearby.

The law

12. The process by which the Rent Assessment Committee determines a rent following a referral by a tenant under section 13 of the Act is set out in section 14 of the Act.
 - (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), 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.

Decision

13. In accordance with the terms of section 14 of the Act, the Tribunal proceeded to determine the rent at which it considered that the property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy. In doing so 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).
14. No evidence of market rents was provided by either party and the Tribunal relied on its knowledge and experience as an expert tribunal.
15. In the first instance the Tribunal determined what rent the landlord could reasonably be expected to obtain for the property in the open market if it were let today in the condition considered usual for such an open market letting.
16. As an expert Tribunal and having regard to our own general knowledge of market rents in the area of South Ealing we concluded that the market rent would be likely to be £1,400 per calendar month. However, the property is not in the condition considered usual for a modern letting at a market rent for such a property and it was therefore necessary to adjust the hypothetical rent of £1,400 pcm to allow for the condition of the property. The Tribunal considered that this required a deduction of £300 pcm. This leaves an adjusted market rent for the property of £1,100 pcm.
17. The Tribunal therefore determined the market rent for the property at £1,100 per calendar month. This rent took effect on 23rd August 2020 being the date specified in the landlord's notice.

Name: A Seifert

Date: 21st April 2021

Judge of the First-tier Tribunal

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.