



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

Case Reference : **LON/00AN/MNR/2021/0086
P:PAPERREMOTE**

Property : **Flat d 17-19 Vespan Road W12 9QG**

Applicant : **Ms Deborah Matthie**

Respondent : **L & Q Housing Trust**

Date of Application : **17th March 2021**

Type of Application : **Determination of the market rent
under Section 14 Housing Act 1988**

Tribunal : **Mark Taylor MRICS**

**Date and venue of
Determination** : **19th January 2022
Paper remote.**

DECISION

The market rent as at 5th April 2021 is £168 per week.

This has been a remote hearing which has been consented to by the parties. The form of remote hearing was P:PAPERREMOTE. A face-to-face hearing was not held because it was not practicable and all issues could be determined on the papers. The documents that the tribunal were referred to are in the referral, with no bundle or representation from the Landlord. The contents of these documents have been noted. The order made is described below.

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Background

1. On 17th September 2021, the tenant 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, dated 2nd February 2021 proposed a rent, inclusive of service charge and arrears of £149.85 per week with effect from 5th April 2021. The net rent being identified as £123.45 increasing to £125.30 per week.
3. The tenancy is a periodic tenancy which commenced on 20th July 1992.
4. Directions were issued by the tribunal on 26th July 2021. Due to Covid 19 restrictions inspections are not generally being undertaken neither party requested a hearing.
5. Prior to the hearing the Tribunal received no written representations and only the application, Copy of tenancy, notice documentation, an historic invoice from Extreme Environments and service charge statements.

The Evidence

6. In her application Ms Matthie referred to items of disrepair and faults with the property including rotten windows and various broken fittings and bathroom requiring upgrade and holes from loft which was allowing mice infestation. Generally, she expressed dissatisfaction with the service provided by the Landlord in this regard.
7. Essentially as a result of poor condition Ms Matthie considers it inappropriate that the rent should be increased at all.

The Accommodation

8. The Tribunal viewed the locality via google street view. It is situated in a residential locality of attractive Victorian bay fronted terraced houses. 17-19 were adjacent terraced houses which have been converted into flats. Externally decorations were in a generally fair condition with some paint work in need of attention and the roof was showing signs that it may require future attention.
9. The flat is located on the first floor and has 1 bed room a living room together with a kitchen and Bathroom/WC. Ms Matthie further confirmed that the property is centrally heated but is single glazed and all carpets, curtains and white goods have been provided by herself.

10. There are clearly issues between the parties over the quality and amount of service charge payable and also arrears that are being claimed. These matters are largely outside of the jurisdiction for the purpose of this application but would comment that it is considered unusual for these items to be included within the landlord's notice. It is further noted that Clause (3) of the tenancy agreement, as provided, only provides for the recovery of landlord's services for provision of TV ariel and entry phone, the amount provided for in the estimate for 2021/2022 is £0.96.

The law

11. 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.
12. 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

13. In coming to its decision, the tribunal had regard to the member's own general knowledge of market rent levels in the area.
14. Generally, the majority of properties available on the market are of a higher decorative standard than the subject property and adjustment should be made to reflect this. It is also likely that floor coverings, curtains and white goods would be provided. The starting point taken for the rent is £280 per week from which a sum of £112 has been deducted to arrive at a net rent of £168 per week inclusive of a variable service charge of £0.96.
15. This figure represents a maximum and it is likely, as in this case that social landlords will charge a lesser amount.

The decision

16. The tribunal concluded that the rent at which the property might reasonably be expected to be let on the open market as at the 5th April 2021 £168 per week inclusive of £0.96 variable service charge.

Chairman: Mark Taylor MRICS

Dated: 19th January 2021

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 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....

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

Housing Act 1988 Section 14

Address of Premises

Flat d 17-19 Vespan Road W12 9QG

The Tribunal members were

Mark Taylor MRICS

Landlord

London and Quadrant (L&Q Housing Trust)

Address

Cray House 3 Maidstone Road Sidcup DA14 5HU

Tenant

Ms Deborah Matthie

1. The rent is: £ 168.00 *Per* week (excluding water rates and council tax but including any amounts in paras 3)

2. The date the decision takes effect is: 5th April 2021

*3. Service charge included - variable £0.96 *Per* week

*4.

5. Date assured tenancy commenced 1st July 1992

6. Length of the term or rental period Weekly

7. Allocation of liability for repairs S.11- Landlord & Tenant Act 1985

8. Furniture provided by landlord or superior landlord

None

9. Description of premises

First floor self-contained flat with 1 Living, 1 bedroom, kitchen, bathroom/ WC. Central heating.

Chairman

**Mark Taylor
MRICS**

Date of Decision

**19th January
2022**