



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

Case Reference : **JM/LON/00AZ/MNR/2021/0189**

Property : **Room 1, 3A Coopers Lane,
London, SE12 0QA**

Applicant : **Miss Hamida Al-Ashgar (Tenant)**

Representative : **None**

Respondent : **Nicholas Homewood
Jacqueline Homewood (Landlords)**

Representative : **None**

Type of Application : **Section 13(4) Housing Act 1988**

Tribunal Members : **Mr N Martindale FRICS
Mr C Piarroux**

**Date and venue of
Hearing** : **10 Alfred Place, London WC1E 7LR**

Date of Decision : **22 February 2022**

REASONS FOR DECISION

Background

- 1 The First Tier Tribunal received an application from the tenant of the Property, regarding a notice of increase of rent dated 1 September 2021, served by the landlord, under S.13 of the Housing Act 1988 (the Act). The S.13 Notice proposed a new rent of £685 pcm per calendar month, with effect from and including 4 December 2021. The passing rent was said to be £660 pcm.

Directions

- 2 Directions dated 2 December 2021 were issued by the Tribunal attached to which was a Reply Form for each party to complete and to return to the Tribunal and the other party: The landlord was to do so by 23 December 2021 and the tenant by 6 January 2022. The Reply Form asked for details of the Property, with photographs, and parties were invited to provide details of rents of similar properties. Both responses and any commentary that the tenant had the landlord's representations were to be with the Tribunal 13 January 2022.

Hearing

- 3 Neither side were represented. The Tribunal clarified that it was required to determine a new rent at the effective date of the Landlord's Notice of rent increase. It could consider other factors including the way the tenancy had been said to be run, the services provided and its condition which might affect the rental value but, it was not empowered to consider or effect any other remedies or changes at the Property, other than the new market rent.

Description

- 4 In accord with current Tribunal policy, the Tribunal did not inspect the Property. However, based on each of the parties' extensive and combined written and oral representations this Property is described as one room, No.1. It is located on the first floor. It is adjacent to a fourth letting room currently empty and used for landlord's storage. It has shared use, with potentially a further 3 occupiers in the former house, now upper flat at No.3A; of a living room, kitchen, shower room/WC, hall ways stairs and landing through front and rear gardens.
- 5 The Property forms a part of what was formerly a brick walled, double pitched double lapped tiled roofed, semi-detached house. It has since been subdivided into two flats 3 and 3A. The former (upper floors) had been sub-divided into at least 3 non-self contained units of residential accommodation. The latter (ground floor) had been sold off by a lease in the form of a self contained flat.
- 6 Each part of No.3 and No.3A has its own share of the original rear garden to the former house. The small front garden was shared by the residents. The subdivided former house dating from the 1900's, is located in a suburban part of Lewisham on a residential road. There is limited on-street parking, traffic calming and a bus route. There is no off street parking.
- 7 The rent was said to include provision of cleaning every two weeks of internal shared areas, gardening every two weeks, internet connection, space heating, water heating. The quality and reliability of these services and their regular provision and upkeep by the landlord or his contractors was disputed at length by the tenant and defended by the

landlord. Council tax was not included in the rent but was paid by the landlord and not otherwise recovered from the tenant. There was one assessment in the Council Tax List for the whole of the maisonette at No.3A.

- 8 Windows are double glazed in plastic frames. The rent includes functional but basic furniture to the Property and to the shared areas at No.3A, including white goods, carpet and curtains. The Property and shared areas were fully central heated.
- 9 The Property was in fair decorative condition inside and was a large double bedroom. However the common and shared parts of No.3A appeared from the descriptions given by the tenant and from the very photographs supplied by both parties to be tired from sustained wear and tear and a lack of sustained maintenance. This included superficial damage to walls and in some cases the ceiling finishes to the landings, staircases, living room, kitchen shower room and WC, and kitchen and fittings. None of these appeared to the Tribunal to have been recently decorated. The landlord defended the apparent disrepair and lack of good services which he maintained he attended to often in person, regularly.
- 10 There was dispute between the parties as to whether landlord was in breach of its own leasehold terms with the freeholder as to the frequency of redecorations especially inside No.3A. Although a potential breach of the landlord's own leasehold covenants is not a matter for consideration when assessing the rent, it appeared to the Tribunal that the whole of the upper parts forming No.3A, were becoming run down.
- 11 Pending the landlord obtaining vacant possession of the whole of No.3A (one room being already vacant and not to let) the whole property appeared ready for wholesale refurbishment with the creation of what appeared to be increasingly popular rooms with ensuite facilities but at higher rents. At the hearing was evident that the landlord was currently seeking vacant possession of the whole at or around Easter 2022 and had already served notices to quit on all 3 remaining residents.
- 12 The tenant observed that although one room on the second floor former attic had its own shower and basin, 3 or at times 4 residents had shared only one WC in the whole of No.3A. along with the shower room and basin. This often caused considerable inconvenience to residents at busy times of the day. It would not occur in converted flats and houses where all rooms had their own ensuite facilities.
- 13 The rear garden although legally divided between No.3 and No.3A was shown to be untidy and poorly maintained and lacking any fenced division. Although there was a small timber shed said to belong to the landlord in which residents might have parked a bicycle, it appeared to be insecure and in poor condition. In maintaining safe fire access in

the common areas, all cycles had therefore to be transported from street to first or second floor rooms by hand each time. It was said to be a reason for some of the inevitable scuffs to the landings and stairwells.

Evidence

- 14 The Tribunal was provided with a very large number of disparate individual documents by both parties. These were many photographs of the common parts at No.3A and otherwise mainly of downloaded details of comparable from a range of room letting websites. Those comparable properties located outside the SE12 postal district were not considered by the Tribunal further. More specific address details were generally not available although the location of a few was agreed on between the parties. Most were nearby and some enjoyed good access to public transport into Central London. Marketed details generally showed the comparable rooms, to be to let and in some cases under offer/ or 'let'.
- 15 In the parties and certainly in the Tribunal's view the properties referenced generally fell into two groups. The first tended to be of smaller rooms, sometimes without a shared living space and sometimes with the landlord in residence. These also tended to be in the same condition but similarly furnished with basic fitments. They were in slightly poorer residential areas often with inferior transport access but, otherwise near to the Property. The rents for these were generally at or lower than that proposed for the Property. The second group tended to be of similar sized or larger rooms generally with ensuite facilities. These tended to be in relatively recently converted large houses typically better fitted and furnished and sometimes within better regulated and serviced HMOs. One of these HMOs was owned by the landlord nearby. The rents for these were generally already higher than even the rents proposed by the landlord for the Property.
- 16 The tenant favoured the first group of evidence, the landlord favoured the second group. The Tribunal spent a considerable time investigating the details of the comparables from each party in turn, and observed the close questioning by the other party of these. The Tribunal concluded that there were at least two differing markets for space in this part of the London. The older more basic and cheaper type without ensuite facilities and residents sharing only living room/ kitchen and the newer and developing market for higher quality space into which even the Landlord had already expanded elsewhere nearby, at higher rents. This Property appeared to the Tribunal to still fall within the former group.
- 17 The tenant described various problems at No.3A, including; the weak and unreliable communal internet provision, requiring her to pay for her own connection. The sofa in the shared space damaged from wear and tear; the kitchen refrigerator door seal had broken and the repair ineffective; and there was nowhere to secure bicycles meaning more

damage to common areas from repeated moves of bicycles up to the rooms. The sole WC had been faulty, a particular problem with there being so many sharers reliant on it. Repairs had been said to be slow and partial. The landlord defended the existing provision of services and repairs. He preferred to complete as many as he could himself particularly as professionals were often not available especially at short notice.

- 18 The Tribunal received, questioned and carefully considered the many oral and written representations which were well put by both parties. These included reference to the joint letter of complaint put to the landlord by the various tenants including this one.

Law

- 19 In accordance with the terms of S14 of the Act we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the property falls to be valued as it stands; but assuming that the property to be in a reasonable internal decorative condition.

Decision

- 20 The Tribunal found there to be two main types of rooms let and to let in this area: The first was older, more basic, sometimes smaller with no ensuite facilities from basic or minor conversions completed perhaps ten to twenty years ago and at best simply maintained. The second, often newer or new, better, sometimes bigger and nearly always with the ensuite facilities. These were often, though not always, within better regulated and licensed HMOs. The market for rooms in this part of London appeared to be undergoing a slow but gradual transition and upgrade of most aspects, from those of the first into those in the second group.
- 21 From the range and depth of evidence provided to the Tribunal, it concluded that this room was and remained within the first market group. The fact that 1 of the 4 letting rooms at No.3 had fallen and remained vacant and that the remaining 3 tenants had only recently been served with notice to quit expiring around Easter 2022 confirmed in the mind of the Tribunal that this longer term transition by new capital investment was about to be made at No.3.
- 22 With such a large provision of comparable evidence from both the landlord and the tenant and based on the Tribunal's own general knowledge of market rent levels in Lewisham, the Tribunal determined that the Property would let on normal Assured Shorthold Tenancy (AST) terms, for £660 pcm. This rent fully reflects the limitations and

problems that a tenant, if taking this room, would experience especially in the common and shared areas and in the additional services offered by the landlord to residents.

- 23 The new rent will take effect from the date given in the landlord's notice.

Chairman N Martindale

Dated 22 February 2022