



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

Case reference : **LON/00AP/MNR/2020/004**

Property : **346B(Ground Floor) Flat Alexandra
Park Road, Wood Green, London N22
4BD**

Applicant : **Arzu Pesmen**

Respondent : **(i)Artemou Christou
(ii) Stella Bella Properties
Limited(“SBPL”)**

**Type of
application** : **Section 13, Housing Act 1988**

**Tribunal
member(s)** : **Ms M W Daley LLB(hons)
Mrs Sarah Redmond MRICS**

**Date and venue of
hearing** : **Determined Remotely on the papers**

Date of decision : **Extended reasons dated 20 March 2022**

DECISION

Decision of the tribunal

- (1) **The sum of £840 PCM is determined as the rent with effect from 1 November 2021 from the date specified in the notice of increase.**

The application

Background

1. By an application received on 30 December 2019 the tenant of the above property referred to the Tribunal a notice of increase of rent served by the landlord on 23 September 2019 under section 13 of the Housing Act 1988.
2. The landlord's notice, which proposed an increase in the rent from £580.00 PCM to £1100.00 per month with effect from 24 January 2020.
3. The assured tenancy commenced on 22 March 1995. The premises, a ground floor flat in converted semi-detached premises, comprises 2 rooms, a kitchen and a bathroom/WC. The premise also has the use of a back garden.
4. The case was stayed due to the Covid-19 Pandemic.
5. On 25 November 2021, the Tribunal decided as a preliminary issue, that the benefit of the original Section 13 Notice had been assigned to SBPL who were joined as second respondents. Further directions were given and the matter was set down for hearing on the papers in the week commencing 24 January 2022. The directions stated 'The Tribunal will decide the application during the fourteen days from 24 January 2022 based on the written submissions by the parties.'

The representations from the tenant

6. The tenant provided detailed representations to the preliminary application and in support of his appeal which comprised an electronic bundle of 103 documents including a witness statement.
7. The witness statement of Mr provided a chronology of his occupation and the issues which existed at the property, including interventions from the council and legal proceedings.

8. In paragraph 27 of his witness statement dated 26 March 2020, he set out the current state of the flat, and the work that he had personally undertaken. The tenant also set out that disrepair existed to the boiler and cited disrepair to the kitchen and bathroom, together with a lack of compliance from the landlord to gas and electricity safety.
9. There was a further reply to the Respondent's further submissions dated 12th January 2021.

The representations from the Landlord

10. The landlord also provided written representation of 51 electronic pages including a witness statement. The Landlord referred to the fact that the tenant was in receipt of benefits paid by the London Borough of Haringey, who on 13 March 2021, accepted the rent increase. In her statement the Second Respondent stated that a comprehensive refurbishment of the premises had been carried out in June 2014.
11. The Respondent also submitted that as a result of the benefit award the Tenant had acted unreasonably in pursuing this claim and accordingly applied for rule 13 Cost; The Tribunal Procedure (Property Chamber) Rules 2013.

The Inspection

12. Due to the Coronavirus pandemic no inspection of the property was carried out.

The law

13. In accordance with the terms of section 14 Housing Act 1988 (the Act) 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.
14. In so doing the Committee, 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.

The Valuation

15. The Tribunal determined that the market rent for the properties within the area of Haringey was within the range of £1200.00 per month. However, the Tribunal was aware that the tenant was responsible for internal decoration of the premise. The Tribunal

made a discount for terms and conditions of the tenancy. The Tribunal was also aware that whilst the landlord stated that the previous owner had carried out works in 2014 there was no evidence that full modernisation had been carried out within the premises. There were also no white goods, curtains and carpeting provided by the landlord at the premises. The comparables provided by the respondent were for premises in a condition usual for a market letting.

16. The property was not in a condition usual for a market letting. Thus 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 (that is at the date of the determination) in the condition that is considered usual for such an open market letting which was £1,200 per calendar month. The Tribunal made a deduction of 30% to reflect this.
17. The Tribunal has determined that the market rent for the premises is £840.00 PCM. The Tribunal has considered whether section 13 costs ought to be awarded. The Tribunal noted that the Respondent in claiming the cost relies upon the fact that the rent is being paid by housing benefit.
18. The Tribunal considers that the tenant is still entitled to challenge the level and legality of the rent increase, and as such, he has not acted frivolously or vexatiously in bringing the application. The Tribunal has also determined the level of the rent payable as £840.00 PCM, accordingly the Tribunal denies the application for costs

The Decision

19. **The Tribunal having taken into account the factors set out above determines that the market rent is confirmed at £840.00 per calendar month. The Tribunal confirmed the rent as payable from 24 January 2020.**

Name: Judge Daley

Date: March 2022