



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

Case reference : **LON/00AP/MNR/2022/0031**

Property : **46a Danvers Road, Hornsey, London
N8 7HH**

Applicant : **Miss Wendy Ann Whale**

Respondent : **Charter House Consolidated Limited**

Date of application : **17 December 2021**

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

**Tribunal
member(s)** : **Mr Ian B Holdsworth MSc MCI Arb FRICS
Oliver Dowty MRICS Registered Valuer**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **12 July 2022**

DECISION

**The Tribunal determines the rent payable from 10 April 2022 is
£352.75 per week.**

Background

1. The tenant referred the Tribunal to a Notice of rent increase served by the landlord under section 13 of The Housing Act 1988. The landlord's Notice which proposed a rent of £410.00 per week with effect from 18 April 2022 is dated 8 March 2022.
2. The tenancy is a periodic tenancy which commenced in January 1990.
3. The Tribunal received written representation from the tenant and the landlord.

The Property

4. The property is a ground floor flat formed from the conversion of a two-storey house.
5. The ground floor flat comprising a bedroom, kitchen, living room and bathroom/WC. Access is from a pathway along the flank wall.
6. It has all mains services including gas fired central heating.
7. The resident has the use of a rear garden.

The Inspection

8. The Tribunal inspected the premises in conjunction with the applicant.
9. A representative from the Landlord attended the property on the date of inspection but was not permitted access by the tenant.
10. The inspection revealed defective window frames and glazing. Dampness was visible to internal wall surfaces and the property is subject to poor thermal efficiency.
11. The Tribunal is told the flat is let unfurnished. The tribunal are advised all carpets, floor coverings and furniture are provided by the tenant.

Written submissions

12. The Landlord in written submission emphasised the extent of recent work undertaken to adapt the property for disabled use. They also provided comparable transaction rental evidence for similar property situated nearby.
13. The tenant submitted details of the dilapidation at the property.

The law

14. In accordance with the terms of section 14 of The Housing Act 1988 the Tribunal proceeded to determine the rental which it considers that the subject property might reasonably be expected to be let on the open market by willing landlord under an assured tenancy.
15. The Tribunal must first determine that the tenants notice under section 13(4) satisfied the requirements of that section and was validly served.
16. The Housing Act 1988, section 14 requires the Tribunal 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.
17. In so doing the Tribunal, are required by section 14(1), to ignore the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.
18. A copy of the relevant legislation is at Appendix A.

Valuation

19. The Tribunal has had regard to the comparable transaction rental evidence supplied by the tenant, together with the Tribunal's own knowledge and experience of rental levels in and around the locality of the property. On this basis, it was their opinion that if the flat were in the same condition and managed to the same standard as those available to let on the open market the rental value would be £415.00 per week.
20. The inspection revealed defective window frames and glazing, poor thermal efficiency and the evidence of dampness in the hallway.
21. The tenant has provided all carpets, curtains, white goods and soft furnishings.
22. After careful consideration the Tribunal determined that a weekly rent of £352.75 is appropriate for this dwelling in present condition. Table 1 below provides details on the deductions made from market rent in this calculation.

Table 1: Market Rental Assessment

46 a Danvers Road Hornsey London N8 7HH			
Market rent calculation in accordance with Housing Act 1988 Section 13			
Market rent		£415.00	per week
			Amount per week Deduction as %
Disregards			
Carpets , curtains white, goods, soft furnishing		£31.13	7.50%
Dilapidations			
Defective window frames and glazing		£10.38	2.50%
Poor thermal efficiency		£10.38	2.50%
Dampness in hallway		£10.38	2.50%
	Adjustment total	£62.25	15.00%
Adjusted Market Rent		£352.75	per week

Decision

23. The Tribunal first determined that the tenant's notice under section 13(2) satisfied the requirements of that section and was served in time.
24. In coming to its decision on the rent the Tribunal applied the relevant law appended at Appendix A.
25. The decision of this Tribunal is based upon the evidence provided in the written submissions and gathered from the inspection.
26. The Tribunal disregarded the benefit of tenants' improvements or household effects supplied with landlord's consent in assessment of the Market Rent in accordance with the provisions of the Housing Act.
27. Accordingly, the Tribunal determined that the rent at which this property in present condition, with disregarded tenants' improvements and subject to an assured periodic tenancy might reasonably be expected to achieve on the open market is **£352.75 per week**.
28. This rent will take effect from 18 April 2022.

Valuer Chairman: Ian B Holdsworth

Dated: 12 July 2022

Appendix A

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 deciding 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 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, always 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.