



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

Case reference : **LON/00AP/MNR/2022/0080**

Property : **Flat 13 Rigby House
456-462 High Road, London N17 9BF**

Applicant : **Ms M Chyrta**

Representative : **In person**

Respondent : **Network Homes Limited**

Representative : **Charles Culling**

Type of application : **Determination of the market rent under
s.13(4) of the Housing Act 1988**

Tribunal members : **Mr I B Holdsworth FRICS MCI Arb
Ms J Dalal**

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

Date of decision : **10 August 2022**

DECISION

**The Tribunal determines the rent payable from
4 April 2022 is £299 per week**

Background

- 1 The Tenant made an application to Tribunal on 4 April 2022 seeking a determination of the rent under s.13(2) of the Housing Act 1988 (as amended).
- 2 The rent passing at the date of application was £294.22 with a proposed rent from 4th April of £299.18. The tenancy is an assured shorthold tenancy which commenced on 5 August 2013.

- 3 The Tribunal received written representations from the Tenant and the Landlord.

The property

- 4 The property is a two bedroom flat in a block of similar styled flats situated above commercial premises along High Road, Tottenham.
- 5 The flat comprises one living/dining/kitchen room, two bedrooms, and bathroom/WC.
- 6 The flat has all mains services including gas-fired central heating.

Hearing

- 7 The Applicant and Respondent attended a video hearing.
- 8 The Tenant provided an oral submission in which she detailed the dilapidations present at the dwelling. These included damaged windows, penetrating water, damaged plasterwork, defective electrical wiring and intermittent blocked drains.
- 9 The Tenant commented on the odours on the balcony area and poor flooring in the bedroom and bathroom. She also told the Tribunal that the waste area was poorly managed and there were often infestations of rats/mice.
- 10 The Tenant also complained about poor maintenance services from Network Homes Limited and the lack of response from the provider.
- 11 The Tenant provided comparable rental evidence for similar properties, which included 3 The Roundway, N22 5LW let at a rent of £1,250 per month. She said this flat is of a comparable size and style to the subject property. The Tenant also offered as a comparable transaction the rent passing for a flat along Steele Road, N17 which she claimed was a two bedroom ground floor flat with separate lounge and kitchen, let at £1,300 per month.
- 12 Mr Culling provided evidence for the Landlord. He told the Tribunal a number of recent improvements had been carried out at the property by Network Homes, these included the installation of a new sink and modified pipework. He told Tribunal there were regular visits by rodent control officers to minimise the infestations of rats/mice. He was not aware of an oppressive smell in the hallways from a lack of cleaning. He acknowledged there was a problem with management of the rubbish and this was being addressed by Network Homes.
- 13 Mr Culling told Tribunal the proposed rent of £299.18 equivalent to £1,296 per month matched the local authority housing rent rate, he claimed other properties along High Road, Tottenham were let for around £1,400 per month. He referred Tribunal to a dwelling in Northumberland Park, N17, a two bedroom flat let at £1,400. Mr Culling confirmed all flats in Rigby House were let at the proposed rent.

Inspection

- 14 The Tribunal inspected the premises in conjunction with the Applicant. The Landlord was not represented at the inspection.
- 15 The inspection revealed the flat had benefited from some recent improvement works to the interior, kitchen and sanitary fittings.
- 16 The inspection revealed some minor defects with the plasterwork, caused by hairline fractures and some isolated damp penetration.
- 17 Inspection of the waste area revealed no significant defects. The Tribunal was unable to identify the other defects brought to their attention by the Applicant at the hearing.

Written submissions

- 18 The Landlord in written submissions, emphasised the recent works undertaken to the property and the comparable rental evidence.
- 19 The Tenant submitted details of the dilapidations to the property. She did not inform the Tribunal of any improvements to the dwelling during her occupation.

The law

- 20 The Tribunal must first determine that the tenants notice under s.13(4) satisfied the requirements of that section and was validly served.
- 21 The Housing Act 1988 s.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.
- 22 In so doing the Tribunal is required by s.14(1), to ignore the effect on the rental value of the property of any relevant tenant's improvements as defined in s.14(2) of that Act.
- 23 A copy of the relevant legislation is at Appendix A.

Valuation

- 24 The Tribunal has had regard to any relevant rental evidence supplied by the parties, 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 £323 per week equivalent to £1,400 per month.
- 25 The property exhibits some dilapidation and aged fittings. It is acknowledged that most soft furnishings, white goods and furniture are provided by the

Landlord. The adjustments made from market rent to reflect the dilapidations and obsolescence are shown in table 1 below:

Flat 13 Rigby House, 456-462 High Road, London, N17 9BF			
Market rent calculation in accordance with Housing Act 1988 Section 14			
Market rent		£323.00	per week
			Amount per week
			Deduction as %
Disregards			
Carpets , curtains white, goods, soft furnishing supplied		£8.08	2.50%
Decorating liability			
Dilapidations			
Defective window frames and glazing to front elevation			
Dampness in hallway at entrance, loose plasterboard, defective floor covering		£16.15	5.00%
Blocked sink, poor waste facility, obsolete electrical wiring and bakery odours			
	Adjustment total	£24.23	7.50%
Adjusted Market Rent		£298.78	per week

26 After careful consideration the Tribunal has determined that a deduction from market of 7.5% was appropriate and reasonable to reflect the dilapidations and obsolescence of the property. The Tribunal is cognisant of the contribution made by the Landlord through the provision of carpets, curtains, white goods, soft furnishings and some recent repairs to the property to remedy minor defects.

Decision

27 The Tribunal first determined that the rent Notice under s.14 satisfied the requirements of that section and was served in time.

28 In coming to its decision to the rent the Tribunal applied the relevant law appended at Appendix A.

29 The decision of this Tribunal has regard for the evidence provided in the written submissions of the parties and that gathered at the inspection of the premises.

30 After careful consideration the Tribunal determine that a rent of **£299 per week** is appropriate for this dwelling in present condition.

31 This rent will take effect from 4 April 2022.

Name: Ian Holdsworth
Valuer Chairman

Date: 6 September 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.