



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

Case Reference : **JM/LON/00BH/MNR/2022/0134**

HMCTS Code (paper, video, audio) : **Face to Face Hearing**

Property : **25 Grove Road, London, E11 3AN**

Tenant : **Mr Alim Al Razi & Ms Seyda Sanjida Alam**

Represented by : **Mr P Orme of Safer Renting**

Landlord : **William Sassel**

Represented by : **In Person**

Type of Application : **Section 13 and 14 Housing Act 1988**

Tribunal Members : **Mr A Harris LLM FRICS FCI Arb
Mr A Ring**

Date and venue of Consideration : **23 November 2022 at 10 Alfred Place London W1**

Date of Decision : **29 November 2022**

Decisions of the tribunal

- (1) The tribunal determines that the market rent is £390 (Three Hundred and ninety) per month with effect from 8 September 2022 (the date stated in the landlord's notice of increase).
- (2) The tribunal makes the determinations as set out under the various headings in this decision.

The application

1. The applicant seeks a determination pursuant to section 13 of the Housing Act 1988 following the service of a notice of increase dated 21 July 2022 proposing a new rent of £950 per month in place of the existing rent of £700.00 per month (as stated in the notice) to take effect on 8 September 2022. The tribunal issued directions on 14 September 2022.
2. The tribunal was provided with written submissions prepared by Mr Orme on behalf of the tenants and who also represented the tenants at the hearing. The landlord sent several emails to the tribunal with photograph attachments. There was no appearance at the hearing on behalf of the landlord although he did attend the inspection.
3. The tribunal is solely concerned with setting a market rent for the property in accordance with section 14 of the Housing Act 1988. The papers included allegations of harassment by the landlord and confirmation that the property is an unlicensed HMO. In the reply form the tenant also requested a refund of rent. These are not matters with which the tribunal can deal on this application.
4. The tribunal inspected the property following the hearing.

The property

5. The subject property is the ground floor front room in a typical small Victorian terraced house. The room is accessed off the entrance hall and has a blocked off doorway opening to the rear room. It is not clear to the tribunal whether there was a proper fire resisting partition between the rooms.
6. The tribunal found that the house was in poor condition. Rain water gutters were incomplete and the felt flat roof over the bathroom was in poor order. There is an insubstantial canopy over the rear entrance

door formed from some form of plastic sheet propped up by timber. The shared bathroom opens off the kitchen and the fittings are worn. The bathroom contains a washing machine which is incorrectly wired in. There are loose electric cables in the entrance hall. The kitchen is incomplete and there is no seating or dining area in the property. The tenant states that heating is not operating although a radiator in the hall was warm during our inspection. The tenant alleged that it was turned on purely for the purposes of the inspection. Building work has been carried out to the property but much of this is a poor standard.

7. Furniture is in poor repair, the bed is propped up on bricks, the fridge is iced up and the other furniture has been repaired in a piecemeal fashion.
8. Water comes through the ceiling, possibly from a bathroom above on an intermittent basis. Video evidence was provided.
9. Photographic evidence was provided that the rear garden had previously been filled with building materials and other rubbish although much of this had been transferred to the front garden. The rear garden was still unusable.
10. Evidence was provided of disrepair found by officers of Waltham Forest Council and that an application for a selective licence as an HMO had been refused.

The tenancy agreement

11. The tenancy commenced in July 2021. The landlord's evidence included a tenancy agreement which is not signed by the tenant. The agreement shows a rent of £700 per month but the tenant provided bank statement evidence that payments of £650 per month had been made to the landlord. The tribunal prefers the evidence of the tenant.
12. In the absence of a signed tenancy agreement the provisions of sections 13 and 14 of the Housing Act 1988 apply and the rent may be increased by using the provisions of section 13 of the Housing Act 1988.
13. Under section 11 of the Landlord and Tenant Act 1985 the landlord is responsible for repairing the structure and exterior but not for internal painting and decoration to the room. The landlord is responsible for all repairs to shared spaces. The landlord is also responsible for keeping in good repair and working order installations for heating water heating and sanitation and for the supply of utilities. Any provisions in the tenancy agreement to the contrary are of no effect.
14. There is an implied covenant on the tenant to use the property in a tenant like manner.

The Tenant's evidence

15. The submissions for the Applicant stressed the poor condition of the property. In addition evidence of a number of comparables was provided.
16. Comparable 1 seeks two tenants to share a house. One room is on the ground floor and one room on the upper floor. The property is furnished and the rent includes bills. Amenities include a shared living room and the rent includes broadband. One room is available at £700 per month and the other at £650 per month.
17. Comparable 2 is one room in a flat share at a rent of £620 per month excluding bills. There is a shared living room and parking is included but not broadband. The flat is furnished.
18. Comparable 3 is a single room in a flat share available on an unfurnished basis at £700 per month including bills. The flat included balcony/patio and broadband.
19. Comparable 4 is a double bedroom to let in a flat share at a rent of £650 per month inclusive of some bills. The property is furnished, has a garden/terrace, parking and a shared living room. Broadband is included.
20. Comparable 5 is has 3 double bedrooms to rent in a flat, two at £563 per month and one at £650 per month. The advert says that if 2 people share one room can be used as a living room. Broadband and bills are included.
21. Comparable 6 is a double room available in a 5 bedroom house at a rent of £750 per month inclusive of bills. The room is furnished has access to a garden and the rent includes broadband.
22. Comparable 7 is a double room to rent consisting of the smallest of 3 rooms upstairs. The property is to let at £550 per month excluding bills and is furnished. There is a shared living room and broadband is included.
23. Comparable 8 is a double room in a flat share at a rent of £600 per month excluding bills. The room is furnished, has parking and shared use of a living room.

The landlord's evidence

24. The landlord submitted an email with photograph attachments which were said to refute the claims of disrepair. The photographs are not dated on their face although the description states a date. A number of the photographs are of other rooms in the property and not concerned with this tenancy.
25. The landlord states a section 21 notice has been served seeking possession of the property. This is not a matter for this tribunal.
26. The evidence includes an email dated 19 October from Mr Rahman of the Council concerning disrepair and contravention of HMO management regulations.
27. The landlord states that the property is for sale, the tenants are vacating or have vacated the property although the subject tenant refuses to leave. A licence application was made in May 2021 but no response was received until the tenants unfounded allegations in April 2022.
28. No rental evidence has been provided by the landlord.

The Law

29. Section 14 the Housing Act 1988, allows a tenant who has received a notice of increase to apply to the tribunal for a determination of the rent which in the tribunal's opinion the rent at which the dwelling might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy, which is a periodic tenancy having the same periods as the tenancy, beginning at the beginning of the notice period and on the same terms other than the amount of rent as are contained in the tenancy.
30. The assessment is required to disregard any effect on rent attributable to the granting of a tenancy to a sitting tenant, any increase in the value attributable to any voluntary improvement carried out by a tenant and any reduction in the value of the dwellinghouse attributable to a failure by the tenant to comply with any terms of the tenancy.

Valuation

31. The tribunal has considered the evidence of the parties relating to the condition of the property. The tribunal has also inspected. In addition to the comparable rental evidence provided by the parties the tribunal also relies on its knowledge and experience.

32. The tribunal considers that this room, in repair let in the market on an AST on normal market terms, in the condition the market would expect including carpets, curtains and white goods would achieve a rent of £650 per month including bills. The tribunal has deducted 40% to reflect the lack of carpets, curtains, shared living space and general state of repair of the property and furnishings to arrive at a rent of £390 per month inclusive of bills.
33. The rent takes effect from 8 September 2022, being the date set out in the landlord's notice.

Name: A Harris

Date: 29 November 2022

ANNEX - RIGHTS OF APPEAL

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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.

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.

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.

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. Any appeal in respect of the Housing Act 1988 should be on a point of law.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).