



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

Case Reference : **LON/00AG/NR/2022/0164
P:PAPERREMOTE**

Property : **Flat 3 78 Canfield Gardens London NW6
3EE**

Applicant : **Miss Wendy Moses**

Respondent : **Northumberland and Durham
Property Trust Limited**

Representative : **Grainger Residential Management
Limited**

Date of Application : **2022**

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

Tribunal : **Mrs E Flint FRICS**

**Date and venue of
Determination** : **13 December 2022
Remote on the papers.**

DECISION

This has been a remote hearing on the papers which has been consented to by the Applicant and not objected to by the Respondent. A face to face hearing was not held because it was not practicable, no-one requested the same, and all the issues could be determined on the papers. The documents that we were referred to were in a paper bundle, the contents of which I have recorded.

The market rent as at 1 November 2022 is £1900 per month.

Background

1. On 6 October 2022 the tenant of the above flat referred to the Tribunal a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988.
2. The landlord's notice, which proposed a rent of £2166 per month with effect from 1 November 2022, is dated 28 September 2022.
3. The tenancy is a periodic tenancy by succession which commenced on 8 August 2009.
4. Directions were issued on 26 October. The tenant made written representations accompanied by a number of photographs. No written submissions were made by or on behalf of the landlord.

The Evidence

5. Miss Moses stated that the flat was on the second floor, there were 32 stairs up to the flat and no lift. There was damp in a number of the rooms and kitchen; the roof leaks, the window frames to the bedrooms were in poor condition: rain comes into bedroom one when there is a heavy outburst. The windows themselves are single glazed, there were examples of cracked plaster throughout the flat. She had paid for the bathroom suite and tiles. The landlord had replaced the kitchen units in 2014 however the white goods were her own as were the carpets and curtains.
6. Miss Moses referred to the asking rents of two flats nearby: a two bedroom, two bathroom flat with patio and access to a three acre communal garden in Greencroft Gardens on the market at £2166 per month. Another two bedroom, two bathroom flat with study in Goldhurst Terrace on the market at £525 per week (£2275 per month). The comparables were in good condition, double glazed and modernised.

The law

19. In accordance with the terms of section 14 Housing Act 1988 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.
20. In so doing the Tribunal, 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.

Valuation

21. In coming to its decision, the Tribunal had regard to the comparable evidence supplied by the tenant. The flat is within close proximity of all local facilities and transport.
23. In determining the rental value of the subject property, the Tribunal has taken into account all the factors in respect of disrepair in the flat itself, the single glazed

windows, the terms of the tenancy, the lack of floor and window coverings and white goods.

The decision

25. The Tribunal concluded that the rent at which the property might reasonably be expected to be let on the open market in its current condition is £1900 per month. The rent will take effect from 1 November 2022 in accordance with the effective date in the landlord's notice.

Chairman: Evelyn Flint

Dated: 13 December 2022

ANNEX - RIGHTS OF APPEAL

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

Appendix 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 making a determination 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 to by a tenant as mentioned in subsection (1) above, an improvement is a 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, at all times 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....