



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

Case Reference : **JM/LON/00BK/MNR/2022/0176**

Property : **Flat, 4 Dibdin House, Maida Vale,
London, W9 1QE**

Tenant : **Mrs S Rowlings**

Representative : **In person**

Respondent : **Grainger Invest No1 LLP**

Representative : **In person**

Type of Application : **Determination of a Market Rent
sections 13 & 14 of the Housing Act
1988**

Tribunal Member : **Ms H C Bowers MRICS – Valuer
Chair
Mr A Ring**

**Date and Venue of
Hearing** : **1 February 2022 at 10, Alfred Place,
London, WC1E 7LR**

Date of Decision : **6 February 2022**

DECISION

**The Tribunal determines that a rent of £1,395.00 per month is
payable with effect from 1 November 2022.**

REASONS

Background

1. The case concerns the determination of a market rent for Flat 4, Dibdin House, Maida Vale, London, W9 1QE (the subject property) following a referral by the Tenant of the Landlord's Notice of Increase of rent, pursuant to Sections 13 and 14 of the Housing Act 1988 (the 1988 Act).
2. On 14 September 2022 the Landlord served a notice under Section 13(2) of the 1988 Act, which proposed a new rent of £1,398.87 per month in place of the existing rent of £1,310.29 per month to take effect from 1 November 2022.
3. The Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent. The Tenant's referral was received by the Tribunal on 20 October 2022.
4. Directions were issued and this case was set down to be determined on the basis of the written representations from the parties.

Hearing and the Parties' Representations

5. A hearing was held on 1 February 2023 at 10, Alfred Place, London, WC1 E 7LR. The Tenant, Mrs Rowlings, attended and was accompanied by a friend, Ms Henley. The Landlord was not represented at the hearing.
6. The Tribunal also received written comments from the Tenant, but there were no written representations from the Landlord.
7. Mrs Rowlings explained that the central heating was provided by the Landlord, but the radiator in the hallway was coming away from the wall. It was also explained that the Landlord sent a workman in September 2022 with the intention of replacing the boiler, and the control unit had been disconnected, but the work was not completed. As a consequence, the only way the Tenant has access to hot water is to switch on the heating. It was explained that the hot water tap to the bath is very stiff and the shower was used instead of the bath. The flush to the WC fills very slowly and the cistern needs to be replaced. There is mould on the sealant to the bath. There is a small window in the bathroom, but ventilation is difficult. There is a radiator in the bathroom. There was a drip from an external vent pipe over the balcony.
8. She also explained that the kitchen has dated units of different styles. The sink had previously leaked and there had been a flood and the units were warped. The Landlord had offered to replace the kitchen, but this had been conditional on a 10% increase to the rent. Mrs Rowlings stated that there is a crack to the living room wall. A socket in the hallway is cracked and needs replacing.

9. There are a number of improvements carried out to the subject flat by the Tenant. Those works included new internal doors, wooden flooring and tiling to the bathroom and the kitchen. The Tenant has also replaced the switches and the lights. She has provided the carpets, curtains and the white goods.
10. Mrs Rowlings stated she was aware that the tenant of a three-bedroom flat in Dibdin House was paying £1,000 per month, but she was not aware of any details of the nature of the tenancy. On the issue of hardship, she stated that the rent was 90% of her salary. She also mentioned that her husband was a black cab driver. There was no allocated parking at the development, and it was difficult to find parking.

Inspection

11. On 1 February 2022 the Tribunal inspected the subject property. The property is a two-bedroom flat located on the first floor of Dibdin House. Dibdin House is a substantial, purpose-built development. The accommodation in the flat comprises a living room with a door to a large single/small double bedroom; there is a hallway giving access to a double bedroom, the kitchen and a bathroom with WC.
12. There is a crack to the wall in the living room, but this has been filled in and there does not appear to be any current movement. The flat has full double glazed window units. There is a full central heating system but it was noted that the radiator in the hallway was loose. The units in the kitchen are dated and the current boiler is not fully operational. There is a door from the kitchen onto a balcony and this overlooks a central square of the development. The bathroom is dated and we observed mould to the bath sealant.

The law

13. The statutory provisions under the 1988 Act state:

Section 14

(1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal 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-*
was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
- (c) (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*
- (d) *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 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, in respect of council tax 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.

Consideration and Valuation

14. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy. The personal circumstances of the Tenant are not relevant to this issue.
15. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Maida Vale, the Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £2,150 per calendar month. We do not think that the evidence that Mrs Rowlings gave of a rental of £1,000 for a three- bedroom flat was of any assistance. We were not provided with any details of the tenancy, which may come under the provisions of the Rent Act 1977. That rental does not bear any comparison to the open market rents in the locality.
16. However, the rent of £2,150 per month is on the basis of a modern open market letting with modern bathroom and kitchen fittings; where the Landlord supplies white goods, carpets and curtains and there are no wants of repair. In this case the Tenant has provided the carpets, curtains and white goods. It was also noted that the kitchen and bathroom were of a basic condition and there were a number of items of disrepair.
17. In the opinion of the Tribunal a prospective Tenant would make a lower rental bid form the open market letting rent of £2,150 per calendar month to reflect the differences between the subject property presented in a modern lettable state and that as currently provided by the Landlord. We consider that a prospective tenant would make a deduction of approximately 35% to reflect those differences. A deduction of 35% would reduce the rent for the subject property to £1,395.00 per month. The valuation is set out below:

Open Market Rent	Per Calendar Month
	£2,150.00
Less	
Carpets, Curtains and White Goods	)
Dated Kitchen	) Approx. 35%
Dated Bathroom	)
Defective Hot Water System and Disrepair	)
Net Rent	£1,395.00

Determination

18. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy was £1,395.00.

19. Although Mrs Rowlings stated that it is difficult to pay the rent and that the rent was 90% of her salary, there was no evidence of other income sources and the degree that any increase in the rent would cause hardship. In these circumstances we do not alter the date proposed for the new rent. The Tribunal determines the new rent of £1,395.00 to take effect on 1 November 2022 being the date specified in the Notice of Increase.

Name: Ms H C Bowers

Date: 6 February 2023

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.

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