



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

Case Reference : **LON/00AJ/MNR/2022/0101**

Property : **338A Church Road Northolt UB5 5AR**

Applicant : **Mr Syed Ali Jafari**

Respondent : **Mr Narendra Thakerar**

Date of Application : **27 June 2022**

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

Tribunal : **Mrs E Flint FRICS
Mr A Ring**

**Date and venue of
Determination** : **3 October 2022
10 Alfred Place London WC1E 7LR.**

DECISION

The market rent as at 1 July 2022 is £1150 per month.

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Background

1. On 27 June 2022, the tenant 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 was dated 31 May 2022 proposed a rent of £1450 per month with effect from 1 July 2022 in place of the existing rent of £1100 per month.
3. The tenant occupies under a periodic tenancy which commenced on the expiry of an agreement for 12 months from 1 December 2019. The tenancy agreement allows only single occupancy of the accommodation.
4. Directions were issued by the Tribunal on 29 June 2022.
5. Prior to the hearing both the landlord and the tenant sent to the Tribunal written representations.

The Hearing

6. The tenant said that the condition of his flat was not on a like for like basis with the landlord's comparables. It was unfair to compare his accommodation with flats on the market. There had been water dripping through the ceiling. Last winter the temperature in the living room was only 16 degrees and 13 in the bedroom. There are extractor fans in the shower room and kitchen area. He was of the opinion that no one would rent the flat in its current condition.
7. The landlord said that the reason for proposing a higher rent was due to the increased cost of energy. The boiler providing the central heating and hot water also supplies the ten bedroom HMO at 338 in addition to the two studios at 338A and 338B (another freestanding studio located at the end of the back garden). The boiler had to stay on for the benefit of this flat only.
8. He accepted that the accommodation needed to be refurbished and the roof renewed. He was not aware of the damp problems until the tenancy agreement came to an end.
9. He referred in correspondence to a studio flat in Vincent's Path and a 1 bedroom flat in Halsbury Road in support of the proposed rent.

The Inspection

10. The Tribunal inspected the property and locality in the afternoon of 3 October 2022.

11. Church Road is the A312, a busy dual carriageway and bus route. 338A is situated close to the junction with the A40. Northolt underground station is a little under one mile away.
12. The subject property was a single storey building, a former garage converted to living accommodation, approached by a covered corridor to the side of a detached house: a House in Multiple Occupation of ten units. An additional detached unit was situated at the bottom of the back garden. Parking for several vehicles was available on the drive, in front of the subject property.
13. The accommodation comprises a living room with kitchen area, a shower/wc with fully tiled walls opening directly off the living room and a bedroom to the rear. There was a damp smell throughout.
14. The living room was gloomy, there was a window to the side and part glazed entrance door opening off the common hallway. There was evidence of water ingress on the ceiling and flank wall. Heating was via radiators, there was an extractor fan in the kitchen area and another in the shower room. The window in the bedroom had obscured glass, there was also a pair of narrow French windows overlooking the patio area to the rear. The patio area itself was overgrown. The landlord's shed was situated opposite the rear of the property. The use of the corridor leading to the property and the patio and garden by others, including employees of the landlord compromised the tenant's privacy.
15. The curtains and white goods are provided by the landlord.

The law

16. 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.
17. 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

18. In coming to its decision, the Tribunal had regard to the evidence supplied by the landlord and the tenant. The comparables provided indicate a typical rent of [£1000 per month as the open market rent for a purpose built one bedroom flat in Northolt. However, the subject property is not as well appointed as most properties available on the open market which are fully modernised and not suffering from the damp issues of the subject property. In its current condition and on the terms of the tenancy which include the provision of heating and hot water the tribunal values the flat at £1150 per month.

The decision

19. The Tribunal determines the open market rental value of the flat is £1150 per month effective from 1 July 2022 in accordance with the effective date in the landlord's notice.

Chairman: Evelyn Flint

Dated: 21 October 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....

(7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal ... shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.

