



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

Case Reference : **LON/00AW/MNR/2022/0107**

Property : **Flat 1, 352A Fulham Rd, London,
SW10 9UH**

Applicant : **Joan Leah Fatima Bumagat and
Jesus Jr Marcos Bumagat**

Representative : **N/A**

Respondent : **Dominic Kelly**

Representative : **Mr Leach**

Type of Application : **Determination under Housing Act
1988, section 14**

Tribunal Members : **Tribunal Judge Richard Percival
Mr S Johnson MRICS**

**Date of Inspection and
Hearing** : **18 November 2022**

Issue of Reasons : **17 February 2023**

REASONS

The application

1. On 20 May 2022, the landlord served a notice under Housing Act 1988, section 13(2) proposing a new monthly rent from 25 June 2022 of £2,590, in place of the existing rent of £1,650 per month. On 14 June 2022, the tenant applied to the First Tier Tribunal (Property) for determination under Housing Act 1988 section 14.

Inspection

2. The property was inspected on 18 November 2022 in the presence of the tenants. The building is in a terrace of commercial premises with flats over them, standing on a busy road, close to the normal amenities.
3. The accommodation comprises a living room, three bedrooms, one with an ensuite shower, a bathroom and kitchen.
4. From the outside, the building appears scruffy. The paintwork is old, and a fair sized shrub is growing out of the parapet. The flat is reached up two flights of stairs. The decoration of the staircase is scruffy, with missing spindles and a carpet in poor condition. The front door handle of the flat is broken.
5. The front door leads into an entrance hall. The plaster is cracked and poorly decorated. The main bedroom leads off the hall. It is a large room, with an ensuite shower. The decorative state of the room is poor. In places, the wallpaper is coming away from the wall. There was staining evidencing historic dampness, and in one place, we found perceptible current water ingress. The tenant indicated to us that this may be a result of a rotten gutter on an adjacent building, that we could see from a window in the first back bedroom. From that vantage point, it could be seen that the adjacent flat roof/gutter is in poor repair and choked with vegetation. The ensuite shower room had mould on the ceiling, broken floor tiles and cracked plaster walls.
6. The main bathroom had cracked tiles and peeling paintwork. The WC, bath and shower were fairly old and somewhat tired, but functional.
7. The living room was a reasonably sized, pleasant front facing room with two windows and low level radiators. The decoration was, however, tired, and the plaster cracked in places.
8. The ceiling paint in the small kitchen was peeling and the decoration generally tired. The units were old and scruffy, as was the stainless steel sink and adjacent drawers. The hob and oven were in a reasonable condition.
9. There were two back bedrooms. Both needed decorating (the state of the second was rather worse than the first). The first had a built in wardrobe.

The hearing

10. The tenants were represented by Mr Bumagat in person. The landlord was represented by Messrs T and S Leach.
11. There was some evidence relating to the recent acquisition of the superior interest by the current landlord, in respect of which Mr Bumagat expressed

some dissatisfaction, but we do not consider it relevant to our task and give no further details.

12. Mr Bumagat relied, first, on the size of the increase sought. Secondly, he said that he had searched properties in the area on google, and thought that it was possible to find properties at not such a high rent. He did not, however, present any specific evidence.
13. The landlord produced what it said were three comparable properties in the general area, marketed at £3,250, £3,900 and £3,950 per month. In each case, these properties were not only in pristine decorative condition with modern white goods, bathrooms and other fittings, but each appeared to us to be inherently superior in size or layout or both. Mr T Leach accepted that it was difficult to find properties in a comparable condition to this flat, and so agreed that the marketed properties were of limited direct relevance. He resisted the suggestion that the flat was in a seriously sub-standard condition. It was, he said, just tired. Asked what works the landlord would undertake before marketing it if they had vacant possession, he said they would provide a new kitchen, new bathroom, and decorate throughout.
14. More directly relevant to our consideration, the landlord provided three valuations from local agents. The first, undated, was from Knight Frank, and valued the property at £3,500 per month if refurbished, £2,800 in its present state. The other two agents provided “as is” valuations. Foxtons, dated 28 May 2022, gave a figure of £2,470, and Savills one of £2,492, dated 5 May 2022.

The law

15. Under the Housing Act 1988, section 14, the Tribunal must determine the rent that would be obtained in respect of the same property on a new letting on the open market by a willing landlord under an assured tenancy, on otherwise similar terms (other than rent) to the existing tenancy. The rent so determined must, however, disregard the effect on the rent of the granting of the tenancy to a sitting tenant; any increase in the value of the property as a result of improvements carried out by the tenant during the tenancy (or a previous tenancy), otherwise than as a result of his or her obligations to the landlord under the lease; or any reduction attributable to a failure to comply with such an obligation. The rent does not include a service charge, but does include sums payable for furniture or council tax.

Determination

16. In coming to our conclusion, we found the two dated “as is” valuations, which were close to each other, to be useful, and in accordance with our independent judgement. We note that the white goods, cooker, curtains and some of the furniture was provided by the landlord, so no deductions fell to be made in respect of them. We concluded that a valuation of in the region of £2,400 would be reasonable with the flat in its current general decorative condition, were it not for the fact of current, apparent water ingress into the main bedroom. Given that fact, we concluded that the market rent obtainable for the flat was £2,100 per month.

Name: Tribunal Judge Richard Percival

Date: 17 February 2023