



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

Case Reference : **JM/LON/00BB/MNR/2023/0056
P:PAPERREMOTE**

Property : **62 Idmiston Road Stratford London
E15 1RQ**

Applicant : **Mr Anthony David Rosenthal**

Representative : **-**

Respondent : **A J Bush Limited**

Representative : **McDowells Surveyors Limited**

Date of Application : **28 November 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** : **15 May 2023
10 Alfred Place London WC2 7LR.**

DECISION

The market rent as at 1 January 2023 is £1350 per month.

This has been a remote hearing. The form of remote hearing was P:PAPERREMOTE. A face-to-face hearing was not held because it was not requested and all issues could be determined on the papers following an inspection. The documents that the Tribunal were referred to are in a bundle, the contents of which have been noted.

Background

1. On 28 November 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 1 November 2022, proposed a rent of £1350 per month with effect from 1 January 2023 in place of the existing rent of £1200 per month.
3. The tenant occupies under an assured periodic tenancy by succession which commenced on 1 November 1994.
4. Directions were issued by the tribunal on 8 March 2023.
5. The parties did not object to the matter being dealt with on the papers. Prior to which both the landlord and tenant sent their submissions to the tribunal and copied them to each other. The submissions did not include any market rent evidence.

The Evidence

6. The landlord's agent gave a brief description of the property, acknowledging a gutter problem which the landlord had not yet resolved, partly due to the difficulty in obtaining access to the rear of the property.
7. Mr Rosenthal stated that the landlord had replaced the guttering about six years ago however there had been an ongoing problem resulting in some dampness in the rear ground floor room below the window where the decoration was bubbling. This issue had been outstanding for more than a year, therefore the proposed increase was unrealistic. He stated that the house was rented unfurnished and that he had supplied the white goods.

The Inspection

8. The Tribunal inspected the house in the afternoon of 15 May 2023. Idmiston Road is a quiet residential street with permit parking. It is a short walk to Maryland station, bus stops and local shops, restaurants and other local facilities.
9. The subject property is a two storey terrace house with small front garden. Externally it was in good condition. The walls were rendered, the windows double glazed, the front and back doors were modern replacements and the external décor in good condition. The gutters appeared sound although there was evidence of leaking at the rear where the back addition abuts the main house. The rear garden was of a good size for this type of property.

10. Internally the accommodation comprised on the ground floor two living rooms, kitchen and bathroom/wc. There was bubbling of the decorations below the window in the rear room. The kitchen had a limited number of fitted units. A small lobby off the kitchen provided access to both the bathroom/wc and the rear garden. The bathroom suite was modern with tiled walls around the bath and behind the wash basin.
11. The first floor provided three good sized bedrooms. The gas fired boiler supplying central heating and hot water was situated in the back addition bedroom.

The law

12. 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.
13. In so doing it, 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

14. In coming to its decision, The Tribunal in view of neither party providing any rental evidence, relied on its own general knowledge of rents in Stratford.
15. It concluded that the rent at which the property might reasonably be expected to be let on the open market would be £1350 per month to reflect its basic but generally good condition and that the tenant had provided the carpets, curtains and white goods.

The decision

16. The Tribunal determines the open market rental value of the premises is £1350 per month effective from 1 January 2023, being the effective date in the landlord's notice.

Chairman: Evelyn Flint

Dated: 17 May 2023

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 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.

