



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

**Case reference** : **LON/OOAQ/MNR/2023/0051**

**Property** : **81 Dalston Gardens Stanmore,  
Middlesex, HA7 1DA**

**Applicant** : **Mr Nimish Patel, Ms Jashu Patel, and  
Miss Geminee Patel**

**Representative** : **In Person**

**Respondent** : **A2 Dominion Homes Ltd**

**Representative** : **In Person**

**Type of application** : **Market Rent under s13 & 14 of the  
Housing Act 1988**

**Tribunal  
member(s)** : **Mr Richard Waterhouse MA LLM  
FRICS  
Mr John Francis QPM**

**Date and venue of  
hearing** : **19<sup>th</sup> June 2023 video hearing from  
Alfred Place**

**Date of Decision** : **19<sup>th</sup> June 2023**

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**DECISION**

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## **Decision of the tribunal**

The tribunal determines the rent at £461.54 per week. The rent to have effect from the date in the landlords notice of 30<sup>th</sup> January 2023 the effective date being 29<sup>th</sup> March 2023. This does not mean the landlord will seek to charge this amount.

## **Background**

1. The tribunal received an application under section 13 of the Housing Act 1988 dated 1<sup>st</sup> February 2023. This included the landlord's notice dated 30<sup>th</sup> January 2023, proposing a new rent to commence on 3<sup>rd</sup> April 2023. The proposed rent was £160.70 per week from 29<sup>th</sup> March 2023.
2. The tribunal did not inspect the property.
3. The property comprises a terrace house, with one living room, two bedrooms, one box room, a bathroom and toilet and a kitchen. There is a front driveway and a rear garden. The tenancy commenced on the 16<sup>th</sup> February 1998.

## **Applicant submissions.**

4. The tenants submissions comprised; the application form dated 1<sup>st</sup> February 2023. Which included the tenancy agreement showing commencement date of 16<sup>th</sup> February 1998. Notice of Increase of Rent, dated 30<sup>th</sup> January 2023. Additional submissions are detailed below.

5. The application form notes;

“The tenant is responsible for decorating internal walls and to keep the interior premises in good clean condition. Tenants replaced kitchen door. Repainted all rooms, kitchen, bathroom, and toilet. Replaced carpet in the living room. “

A letter from Mr Patel, undated to the landlord A2 Dominion Homes Limited titled “Rent Calculation Disrepair and Defects “the contents of which have been noted.

6. Photographs;

of a hole in the ground under a brick wall.

the edge of white tiling showing mastic and paint

the base of a pedestal showing staining on the ground

two vertical cracks in a white wall

further picture showing cracking

debris and soil in alcove after an appliance has been removed

the removal of the washing machine

dead rat or mouse on dark surface

dead rat or mouse on yellow surface x 3

floorboards in stained condition

7. There is an email to the tribunal by N Patel a co-tenant dated 4<sup>th</sup> June 2023, the contents of which have been noted. The email covers various issues include the safety of the boiler.

### **Respondents Submission**

8. Completed fair rent form undated completed by Soha Hussain – para legal representative of Landlord. The contents of which have been noted, It includes in particular, that the landlord did not require an inspection nor to attend the hearing.

The form at “accommodation” notes three bedrooms, one living room, a kitchen and a bathroom.

9. The property has central heating and double glazing provided by the landlord. Carpets and curtains and white goods are provided by the tenant.

There is no garage, but off-street parking and a garden.

10. In the “Any other comments” box it is noted that in 2021 the rent was £624.43 per month, the rent currently being charged is £650.01 per month. The landlord submits the property is subject to fair rent protection.

## **The Law**

### **Valuation**

11. Section 14 of the Housing Act 1988 requires the tribunal to determine the rent at which it considered the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.

### **The Hearing**

11. The Applicant Mr N Patel did not attend the hearing, he had submitted on his application that he neither wanted an inspection nor a hearing, preferring the matter to be addressed on papers.

12. No evidence was submitted to assist the tribunal in the determination of the rent.

13. Ms Blessing Mukosha Park of counsel appeared for the landlord respondent. Counsel confirmed the details in the Reply Form were intended to show the property is held on an assured tenancy and is not a protected tenancy. Further that the rent noted in the Reply form relates to the limitations placed upon rent increases in line with government policy, a cap of 7%.

14. No evidence was provided to assist the tribunal in the determination of the rent.

### **The Decision**

15. In coming to its determination under section 14, the tribunal relied on its own general knowledge of rental levels in the area and evidence supplied by the parties.

16. Given the size and nature of the accommodation, the evidence of similar rental properties supplied by the tenant and the landlord, using its own knowledge of the area, the tribunal determines the rent at £2000.00 per month which is equivalent to £ 461.54 per week effective from the date of Notice of Increase.

**Name:** Chairman Waterhouse FRICS **Date:** 19<sup>th</sup> June 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).

## THE LEGISLATION

### Housing Act 1988

#### **s.13.— Increases of rent under assured periodic tenancies.**

(1) This section applies to—

(a) a statutory periodic tenancy other than one which, by virtue of paragraph 11 or paragraph 12 in Part I of Schedule 1 to this Act, cannot for the time being be an assured tenancy; and

(b) any other periodic tenancy which is an assured tenancy, other than one in relation to which there is a provision, for the time being binding on the tenant, under which the rent for a particular period of the tenancy will or may be greater than the rent for an earlier period.

(2) For the purpose of securing an increase in the rent under a tenancy to which this section applies, the landlord may serve on the tenant a notice in the prescribed form proposing a new rent to take effect at the beginning of a new period of the tenancy specified in the notice, being a period beginning not earlier than—

(a) the minimum period after the date of the service of the notice; and

(b) except in the case of a statutory periodic [tenancy—]

[

(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the first period of the tenancy began;

(ii) in any other case, on the date that falls 52 weeks after the date on which the first period of the tenancy began; and

]

(c) if the rent under the tenancy has previously been increased by virtue of a notice under this subsection or a determination under section 14[below—]

[

(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the increased rent took effect;

(ii) in any other case, the appropriate date.

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(3) The minimum period referred to in subsection (2) above is—

(a) in the case of a yearly tenancy, six months;

(b) in the case of a tenancy where the period is less than a month, one month; and

(c) in any other case, a period equal to the period of the tenancy.

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(3A) The appropriate date referred to in subsection (2)(c)(ii) above is—

(a) in a case to which subsection (3B) below applies, the date that falls 53 weeks after the date on which the increased rent took effect;

(b) in any other case, the date that falls 52 weeks after the date on which the increased rent took effect.

(3B) This subsection applies where—

(a) the rent under the tenancy has been increased by virtue of a notice under this section or a determination under section 14 below on at least one occasion after the coming into force of the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003; and

(b) the fifty-third week after the date on which the last such increase took effect begins more than six days before the anniversary of the date on which the first such increase took effect.

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(4) Where a notice is served under subsection (2) above, a new rent specified in the notice shall take effect as mentioned in the notice unless, before the beginning of the new period specified in the notice,—

(a) the tenant by an application in the prescribed form refers the notice to [the appropriate tribunal] ; or

(b) the landlord and the tenant agree on a variation of the rent which is different from that proposed in the notice or agree that the rent should not be varied.

(5) Nothing in this section (or in section 14 below) affects the right of the landlord and the tenant under an assured tenancy to vary by agreement any term of the tenancy (including a term relating to rent).

#### **s.14.— Determination of rent by [tribunal] .**

(1) Where, under subsection (4)(a) of section 13 above, a tenant refers to [the appropriate tribunal] a notice under subsection (2) of that section, the [appropriate tribunal]<sup>3</sup> shall determine the rent at which, subject to subsections (2) and (4) below, the [appropriate tribunal]<sup>3</sup> 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.

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(3A) In making a determination under this section in any case where under Part I of the Local Government Finance Act 1992 the landlord or a superior landlord is

liable to pay council tax in respect of a hereditament (“the relevant hereditament”) of which the dwelling-house forms part, the [appropriate tribunal] shall have regard to the amount of council tax which, as at the date on which the notice under section 13(2) above was served, was set by the billing authority—

(a) for the financial year in which that notice was served, and

(b) for the category of dwellings within which the relevant hereditament fell on that date,

but any discount or other reduction affecting the amount of council tax payable shall be disregarded.

(3B) In subsection (3A) above—

(a) “*hereditament*” means a dwelling within the meaning of Part I of the Local Government Finance Act 1992,

(b) “*billing authority*” has the same meaning as in that Part of that Act, and

(c) “*category of dwellings*” has the same meaning as in section 30(1) and (2) of that Act.

(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 of the dwelling-house concerned or are payable under separate agreements.

(5) Where any rates in respect of the dwelling-house concerned are borne by the landlord or a superior landlord, the [appropriate tribunal] shall make their determination under this section as if the rates were not so borne.

(6) In any case where—

(a) [the appropriate tribunal] have before them at the same time the reference of a notice under section 6(2) above relating to a tenancy (in this subsection referred to as “the section 6 reference”) and the reference of a notice under section 13(2) above relating to the same tenancy (in this subsection referred to as “the section 13 reference”), and

(b) the date specified in the notice under section 6(2) above is not later than the first day of the new period specified in the notice under section 13(2) above, and

(c) the [appropriate tribunal]<sup>9</sup> propose to hear the two references together, the [appropriate tribunal] shall make a determination in relation to the section 6 reference before making their determination in relation to the section 13 reference and, accordingly, in such a case the reference in subsection (1)(c) above to the terms of the tenancy to which the notice relates

shall be construed as a reference to those terms as varied by virtue of the determination made in relation to the section 6 reference.

(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] (subject, in a case where subsection (5) above applies, to the addition of the appropriate amount in respect of rates) 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, 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 committee may direct.

(8) Nothing in this section requires [the appropriate tribunal] to continue with their determination of a rent for a dwelling-house if the landlord and tenant give notice in writing that they no longer require such a determination or if the tenancy has come to an end.

(9) This section shall apply in relation to an assured shorthold tenancy as if in subsection (1) the reference to an assured tenancy were a reference to an assured shorthold tenancy.