



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

Case Reference : **LON/00BK/MNR/2023/0117**

Property : **8 Porchester Square Mews London
W2 6AG**

Applicant : **Ms Vasiliki Emmanouilidru**

Respondent : **Dr Dina El-Meleigi**

Date of Application : **17 March 2023**

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

Tribunal : **Mrs E Flint FRICS
Mr J Francis QPM**

**Date and venue of
Determination** : **16 August 2023
10 Alfred Place London WC1E 1LR**

DECISION

The market rent as at 6 April 2023 is £1350 per month.

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Background

1. On 17 March 2023, 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 13 February 2023, proposed a rent of £1350 per month with effect from 16 April 2023 in place of the existing rent of £900 per month.
3. The tenant occupies under a periodic tenancy which commenced on the expiry of a tenancy for six months from 6 November 2021.
4. Directions were issued by the tribunal on 3 May 2023.
5. Prior to the hearing the landlord and tenant sent their submissions to the tribunal and copied them to each other.

The Hearing

6. The tenant did not attend the hearing. The Tribunal clerk telephoned the tenant who said that she was in Birmingham and had not been notified of the hearing. The Tribunal members checked the date that both the landlord and tenant had been notified of the hearing: emails had been sent on 25 July 2023. The Tribunal also checked that the email address matched that which the tenant had used to communicate with the tribunal. As there was no discernible discrepancy the Tribunal decided to continue with the hearing relying on the written submissions of the parties and the oral evidence of the landlord. The Tribunal was unable to inspect the premises due to the tenant not being available.
7. Dr El-Meleigi said that the flat is in prime central London, there were three tube stations nearby and Paddington mainline station was within walking distance, buses were available on Bayswater Road. The flat is situated within a gated development in a quiet residential area. The residents have the benefit of communal gardens, security cameras and a porter.
8. The flat comprises a room with an ensuite bathroom/wc and a balcony overlooking the communal gardens. It is furnished with a double bed, arm chair, desk and TV. The room is fitted with in kitchen area with a microwave and fridge. The tenant shares with one other tenant a fully fitted separate kitchen with a washer/dryer, fridge freezer and hob.
9. The rent is inclusive of gas, electricity, council tax, water, wifi and block service charges. The balcony had recently been repaired, the delay being due to the awaiting access by the tenant.
10. She referred to several asking rent of between £1235 and £1750 per month.

11. In written submissions the tenant referred to the balcony being in disrepair and a light covering in the bathroom being missing.

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 relied on the description of the property provided by the parties and the rental comparables provided by the landlord together with its own general knowledge of rents in Westminster.
15. The Tribunal determines that the proposed rent of £1350 per month represents the open market rent as at 6 April 2023, the effective date in the landlord's notice.

The decision

16. The open market rental value of the premises is £1350 per month effective from 6 April 2023, being the effective date in the landlord's notice.

Chairman: Evelyn Flint

Dated: 31 August 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.

