

Notice of the Tribunal Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)

Housing Act 1988 Section 14

Address of Premises

19 Como Road, Forest Hill, SE23 2JL

The Tribunal members were

Judge Professor Percival
Mr A Parkinson MRICS

Landlord

Pearl Kuranchie

Address

7 San Luis Drive, Chafford Hundred, Grays, Essex, RM16
6LP

Tenant

Mr Elyon Marfo

1. The rent is: £

1550

Per

Calendar
Month

(excluding water rates and council
tax but including any amounts in
paras 3)

2. The date the decision takes effect is:

18 May 2023

3. The amount included for services is not
applicable

Per

5. Date assured tenancy commenced

18 April 2021

6. Length of the term or rental period

Monthly periodic

7. Allocation of liability for repairs

S.11 – Landlord & Tenant Act 1985

8. Furniture provided by landlord or superior landlord

Part-furnished.

9. Description of premises

Ground floor flat/maisonette containing a living room, kitchen, 2 bedrooms, bathroom and separate WC.

Chairman

Judge
Professor
Percival

Date of Decision

16 August 2023

Addendum: Decision as to responsibility for maintenance of the gardens.

The parties disputed responsibility for the maintenance of the front and back gardens. If the tenant were responsible, we should disregard any reduction in value of the property attributable to a failure by the tenant to comply with a term of the tenancy (Housing Act 1988, section 14(2)(c)).

The tenancy agreement (which it appears was not professionally produced) only described the subject matter of the tenancy as “the house, known as 19 Como Road”. There is no express reference to either garden in the tenancy agreement at all. The property is in fact a flat or maisonette comprising the ground floor of the building. Number 17, which has a separate front door, comprises the first floor.

It is clear that number 17 has physical access to the garden, via a door to the side of the back garden. It must also have access along the path through the front garden to reach the front door of 17. In her evidence, Ms Kuranchie, the landlord (who has a long lease of the property), said that she had discussed clearing and maintenance of the gardens with the freeholder, and had been told that they could undertake to do so, but that it would involve more “rent”. She used that term, but we think she must mean service charge.

It seems to us inherently unlikely that the gardens to which number 17 has access is part of Ms Kuranchie’s demise. We asked her what the terms of her leasehold interest were, but she was unable to say. Further, the exchange with the freehold strongly supports the proposition that the gardens are both common areas, rather than demised under Ms Kuranchie’s lease.

We conclude that (a) Ms Kuranchie does not have responsibility to maintain the garden under her long lease; and accordingly (b) that the tenant, Ms Marfo, does not have that responsibility under her tenancy agreement.

We have taken into account these conclusions in arriving at the market rent.