



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

Case Reference : **LON/00AS/MNR/2023/0188**

Property : **47 Saunton Avenue, Hayes,
Middlesex, UB3 5HG**

Applicants : **Mr Ausra Audriukaiyte, Mr Vadim
Kozlov & Ms Dziuljeta
Andriukaitiene**

Representative : **Mr Kozlov**

Respondent : **Rishi Estates Limited**

Representative : **No appearance**

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

Tribunal Members : **Tribunal Judge Richard Percival
Ms A Flynn MA MRICS**

**Date of Inspection and
Hearing** : **30 August 2023**

Issue of Reasons : **25 October 2023**

REASONS

The application

1. The landlord served a notice under Housing Act 1988, section 13(2) proposing a new monthly rent from 11 April 2023 of £2,000 per month, in place of the existing rent of £1450 per month. The tenant applied to the First Tier Tribunal (Property) for a determination under Housing Act 1988 section 14.

Inspection

2. A hearing took place on the morning of 30 August 2023, at which Mr Kozlov represented the tenants. There was no appearance by the landlord.
3. The property was inspected on the same day in the presence of Mr Kozlov. It is an end of terrace, two storey house with dormer windows on the first floor. There are three bedrooms and a bathroom on the first floor. On the ground floor is a kitchen, WC and a large, L-shaped room currently being used as a bedroom/sitting room. That room leads via French doors into a porch structure with a corrugated asbestos roof, which in turn leads to the back garden.
4. The house is approached across a front garden which is now laid to gravel and used for parking. There were broken and uneven paving stones at the entrance. The fence to the left hand side of the property was in a very poor state of disrepair and was incapable of repair. The front wall of the property was cracked. Mr Kozlov had told us that the property had suffered from subsidence.
5. The state of decoration was, throughout, at best tired, and at worst in a poor condition. The carpets were old. There were cracked and broken tiles in one corner of the kitchen floor. Both the WC downstairs and the bathroom comprised old and tired suites/bath etc. The bath leaked. There was evidence of mould under the bathroom window. The window in one bedroom did not close properly, and in another was ill-fitting, such that the occupants had put up mosquito netting to prevent flying insects coming in. A smoke alarm which had been fitted in one bedroom had fallen out of its housing, and was no longer present. In one of the bedrooms, there was substantial damp and mould under the window, such that the occupants used it for storage. The gutters were poorly maintained, with some plant growth.
6. The white goods and curtains/blinds were provided by the landlord, except for an additional refrigerator and the blinds in one room. There was gas central heating.
7. The rear garden was sizeable, although in a somewhat unkempt condition.

The hearing

8. Mr Kozlov attended and represented the tenants. There was no appearance from the landlord.
9. In advance of the hearing, the landlord had provided four properties in Hayes that it maintained were comparable to the subject property. The rents advertised in each case were £2,100 for a property in Hewen Road, £1,950 in Hoppner Road, and two at £1,800, in Hurstfield Crescent and Tudor Road.

We note that the properties appeared to be let rapidly, which suggests they were let at a rent with little or no reduction from that advertised.

10. Mr Kozlov had not provided his own comparables. He said he had looked at those provided for the landlord. They were, he said, all in a much better state than the subject property, having clearly been recently refurbished. He agreed that, if the subject property was thoroughly refurbished, a rent of £1,800 would be appropriate. It was not, he said, in the current state of the property. He mentioned some history of legal relations between the landlord and tenants which is not relevant to the task of the Tribunal.
11. The Tribunal also considered six comparable properties revealed by our own researches. Those were roughly in line with the landlord's comparables, five being let on a monthly basis at between £1,800 and £2,300 and one advertised at £2,000, but not let.

The law

12. 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

13. The Tribunal took account of its knowledge and experience and the evidence of comparable properties provided by the Landlords and by the Tribunal's own researches.
14. The starting point in comparison with the comparable properties, other things equal, would have been £1,800 a month.
15. All things were not, however, equal. As will be clear from our description of how we found the property on inspection, the condition of the property was well below that of the marketed comparables. Taking into account of its current state, we considered that it was appropriate to deduct £340 from the likely achievable rent if the property was in good condition. There were no further deductions to be made in respect of the tenants' improvements, white goods etc.
16. In the result, the rent determined by the Tribunal is £1,460 per month, to take effect on 11 April 2023.

Name: Tribunal Judge Richard Percival **Date:** 25 October 2023