



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

Case Reference : **LON/00AN/MNR/2023/0201**

Property : **Flat 6 Latymer Court,, Hammersmith Road,
London, W6 7JB**

Tenant : **Mr Mohammed Yousif & Ms
Pary Mohammed Represented
by Mr Ali Yousif**

Landlord : **Ms Suad Saleem represented by Dr Ramey
Assaf**

Date of Objection : **5 April 2023**

Type of Application : **Determination of a Market Rent sections 13
& 14 of the Housing Act 1988**

Tribunal : **Mr A Harris LLM FRICS FCI Arb
Mr C Piarroux JP**

**Date of
Reasons** : **20 October 2023**

DECISION

**The Tribunal determines a rent of £2700.00 per calendar month with
effect from 20 October 2023.**

REASONS

Background

1. On 9 March 2023 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £ 2700 in place of the existing rent of £ 1300 per month to take effect from 14 April 2023.
2. On 3 April 2023 under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent. The Tenant's referral was received by the Tribunal on 5 April 2023.
3. The landlord raised an objection to the tenants application on the basis that the wrong form had been used. On 9 June 2023 Judge N Carr ruled that the application was valid as it was a form to like effect. The Landlord's representative raised the point again in written submissions and at the hearing but the tribunal ruled the point is settled and will not consider it further.
4. At the hearing, the landlord's representative raised a further jurisdiction point in that the application form had been signed by one of the joint tenants and not by both. This application was made without notice to the other party who had no opportunity to deal with it and the tribunal will not consider it further. For the avoidance of doubt the tribunal considers the point to be misconceived.
5. The tenants advised that they had vacated the property on 15 August 2023. The tribunal enquired whether there was any point to the proceedings continuing and whether they should be discontinued under section 14 (8). Dr Assaf stated he thought the tenant had been evicted in September by the Court but no date was provided or documentary evidence.
6. It was apparent from the hearing that there has been a considerable history of disagreement between the parties and comments were made about ongoing litigation, whether there had been a possession order, and an outstanding money claim. The parties were in disagreement about the period that the money claim covered and the tribunal therefore considered it appropriate to continue with the hearing and determine a market rent and the date from which it was payable. All other matters are for the County Court to determine. No court papers were presented to the tribunal.

Inspection

7. The Tribunal was due to inspect the property following the hearing but the landlord's representative indicated that access would not be provided to the tenant who also wished to be present. In the circumstances the tribunal did not inspect the property but considered this case on the basis of the papers provided by the parties.

Evidence

8. The Tribunal has considered the written submissions provided by the Tenant and the Landlord.

Landlords Evidence

9. The landlord presented an exchange of emails with Latymers Estate Agents putting forward a valuation of £3000-£3100 per month.
10. Agents details of a 3 bedroom flat in the subject block let at £3200 per month and is said to be similar to the subject property.
11. A further 3 bedroom flat in the subject lot was let at £3000 per month with the property advertised on 20 May 2023.
12. Another 3 bedroom flat in Latymer Court has been let at £3250 per month. Again details have been provided. The flat has a 2nd reception room.
13. A 3 bedroom flat was advertised from 10 May 2023 and has lettered £3100 per month. Again particulars are provided.
14. A 3 bedroom flat was let at £3250 per month with identical floorplan to the subject property.
15. A 3 bedroom flat with a 2nd reception room has been lettered £3400 per month.
16. The landlord's case is that the rent quoted in the section 13 notice is conservative.

Tenant's evidence

17. The tenant stated that a number of changes of appliances and furnishings had been made with the agreement of the landlord. The agreement was a verbal one with the current landlord's late husband. The Landlord's representative disputed this agreement but provided no witness statement or other evidence to refute the oral evidence of the tenant and the written comments in the reply form.
18. The tenant provided a number of photographs said to show disrepair.

19. Particulars were provided of a flat to let in Latymer Court at £1993 per month for a flat with 3 bedrooms and 2 reception rooms. The particulars are not dated.
20. Further particulars were provided for a four-bedroom flat, again undated, said to be under offer at £2899 per month.
21. The tenant's evidence included a Universal Credit Claim And Work Capability Assessment dated 31 July 2021 together with the medical history for Mr Mohammed Yousif.
22. The landlord argued that the fact that one of the joint tenants was in receipt of universal credit did not mean that the other tenant was also in hardship or in fact either of them. No evidence was provided to support this argument.

Determination and Valuation

23. Having considered the comparable evidence proved by the parties and of our own expert, general knowledge of rental values in the area, we consider that the open market rent for the property in the condition and with the amenities the market would expect would be in the region of £3000 per calendar month. From this level of rent we have made adjustments in relation to:

- a. Dated fittings and disrepair.

24. The full valuation is shown below:

		PCM
AST Market rent		£ 3,000.00
less condition	10.0%	<u>-£ 300.00</u>
		£ 2,700.00

Decision

25. The Tribunal therefore determines that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy is £2700.00 per calendar month.
26. The Tribunal accept the evidence that Mr Yousif is on universal credit and from it's own knowledge is aware that income limits apply to households in order to receive universal credit. The Tribunal was satisfied that a starting date of that specified in the Landlord's notice would cause the tenant undue hardship and directs the new rent of £2700.00 to take effect on 20 October 2023 being the date of the hearing.

Chairman: A Harris

Date: 20 October 2023

ANNEX - RIGHTS OF APPEAL

- The Tribunal is required to set out rights of appeal against its decisions by virtue of the rule 36 (2)(c) of the Tribunal Procedure (First-tier Tribunal)(Property Chamber) Rules 2013 and these are set out below.
- If a party wishes to appeal against 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.