



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

**Case reference** : **LON/00BC/MNR/2023/0305**

**Tenant** : **Mr Adullah Naeem**

**Landlord** : **Mr Mohammed Shaek Miah**

**Property** : **5 Dawlish Drive, Ilford, Essex IG3 9ED**

**Date of Statement of  
Reasons for decision  
dated 3 November  
2023** : **13 November 2023**

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**STATEMENT OF REASONS ON AN APPLICATION FOR  
DETERMINATION OF A MARKET RENT UNDER S. 13 AND 14 OF  
THE HOUSING ACT 1988.**

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## **Background**

1. The Tribunal has received an application from the tenant, referring a Notice of Increase in Rent. The application is made under sections 13 and 14 of the Housing Act 1988 (the 1988 Act).
2. By a section 13 Housing Act 1988 landlord's notice proposing a rent increase, dated 08/06/2023 the respondent landlord sought to increase the rent from £2,382.00 (inclusive of council tax) to £3,600 per month inclusive of council tax) with effect from 12<sup>th</sup> July 2023.
3. The applicant is the assured shorthold tenant under an agreement dated 10/04/2021 for a period of 12 months with effect from 12/04/2021 at a rent of £2,382.00 (inclusive of council tax).
4. The subject property is an extended semi-detached house that was advertised as having four bedrooms on the first floor with upstairs dressing room/study and access to the loft, with a fifth bedroom on the ground floor through lounge and a large kitchen and dining area with downstairs w.c. and front and rear garden areas.

## **The hearing**

5. Both parties attended the hearing in person. The applicant tenant asserted the market rent for the subject property should be no more than £2,500 per month (inclusive of council tax) as the property was effectively a four bedroom property as the upstairs room used as a dressing room was too small to accommodate even a single bed and the local authority had forbidden the use of the loft space being used as bedroom or for any other than storage. The applicant also sought to rely on a number of comparable four bedroom properties in the Barking, Seven King and IG6 areas to substantiate his arguments for a lower rent than that proposed by the landlord. The applicant also accepted there were no issues with disrepair.
6. In his objections to the application, the respondent landlord told the tribunal the property had been advertised as a five-bedroom property. Although, the fifth bedroom was small, the local authority has not forbidden its use as a bedroom although he agreed the loft area was prohibited by the local authority to be used in this way. The respondent also relied upon a number of comparable properties, which he said, that unlike the applicant's comparable properties were situated in the local IG3 area. Further, the rent he charged included council tax which had risen from £182.00 per month to £201.23 per month. The landlord confirmed he was not seeking to rely upon any tenant misuse of the property.

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## **Inspection**

7. The tribunal carried out an inspection of the subject property and found it to be a reasonably maintained 1930's extended semi-detached house with parking for 2 cars in the front garden area and a large rear garden with decommissioned pool and pool/changing room and a BBQ area. The tribunal found the 5<sup>th</sup> first floor bedroom could not be reasonably used as a bedroom and the ground floor room, current being used as storage, was more properly suited to be used as study in light of the absence of windows and its position on the ground floor by the front door.

## **The tribunal's reasons for its decision dated 3 November 2023**

8. Section 14 of the Housing Act 1988 states:

*(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 shall determine the rent at which, subject to subsections (2) and (4) below, the appropriate tribunal 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.*

9. The tribunal found the 5<sup>th</sup> first floor bedroom could not be reasonably used as a bedroom and the ground floor room, current being used as storage, was more properly suited to be used as study in light of the absence of windows and its position on the ground floor by the front door. The tribunal attributed no value to the decommissioned pool, pool/changing room and BBQ area.
10. The tribunal found there were no improvements that were required to be disregarded, although the tenant had carried out some redecoration. Similarly, the tribunal did not find the property suffered from any significant disrepair or anything other than fair wear and tear and therefore, determined the subject property was largely in good order.

11. The tribunal finds the subject property is properly and accurately described as a four bedroom house with an upstairs study/dressing room and downstairs study. The tribunal also found the respondent's comparable properties were of more assistance than those relied upon by the applicant. Further having regard to the £201.23 per month attributable to council tax, the tribunal determined a rent of £3,300 per month (inclusive of council tax) accurately reflected the market rent for a four bedroom house in the IG3 area and the subject property.
  
12. As neither party sought to assert the start date of the rent should be any other than the date proposed in the Notice of Increase, the tribunal determined the increase would take effect on the date proposed i.e., 12<sup>th</sup> July 2023.

**Name: Judge Tagliavini**

**Date: 13 November 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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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. **Please note that if you are seeking permission to appeal against a decision made by the Tribunal under the Rent Act 1977, the Housing Act**

**1988 or the Local Government and Housing Act 1989, this can only be on a point of law.**

If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).