



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

Case reference : **LON/00BH/MNR/2023/0253**

Tenant : **Ms Kerry Ongley**

Landlord : **Angela Campbell**

Property : **224 Murchson Road, London E10 6LU**

**Date of Statement of
Reasons for decision
dated 3 November
2023** : **21 November 2023**

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

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 6 April 2023, the respondent landlord sought to increase the rent from £2,100 to £2,600 per month with effect from 18 June 2023.
3. The applicant is the assured shorthold tenant under a written agreement for a period of 12 months with effect from 18 April 2021 at a rent of £2,100 per month.
4. The subject property is a three bedroom end of terrace house circa 1900's with bathroom/w.c. on first floor and through lounge, breakfast room and kitchen on the ground floor. There is a small garden to the front of the house and a larger rear garden.

The hearing

5. The applicant attended the hearing and was represented by Ms R Spencer of Safer Renting. The respondent landlord did not attend and was not represented and no representations were received from the respondent by the tribunal.
6. At the hearing, Ms Spencer submitted the property fell into the lower range of the rental market for this type of property within the area, as the bundle of comparable properties compiled, showed rents ranged from £2,200 to £2,300 per month. Ms Spencer also submitted the proposed increase in rent is unreasonable and that due to the applicant's financial hardship, the tribunal should exercise its discretion and not apply the increase either at all or as at the date stated in the Notice of Increase. Ms Spencer also stated the rent should be £2,000 per month, as the applicant would not otherwise be able to afford it as she is reliant on unemployment and disability benefits.

Inspection

7. The tribunal carried out an inspection of the subject property and found it to be a poorly maintained property, both externally and internally and in a poor decorative state. The tribunal found the kitchen to be outdated and in need of modernisation and the bathroom/w.c. small and without provision for good ventilation. Although the tribunal found the house to be partially double-glazed, there were large gaps around both the front and rear doors and that the cellar area was damp

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 that any increase to the rent should be minimal having regard to the poor state of disrepair and lack of modernisation to the kitchen. However, the tribunal found the rooms in the property to be of a good size (with the exception of the bathroom/w.c.) and having regard to the comparable properties in the area, it considers an increase of £100 per month from £2,100 to £2,200 per month reflects the market rent for this type of property in its current state.

10. The tribunal accepted the applicant's representations as to undue hardship in respect of the effective start date of any rent increase. The tribunal, therefore, determined the date of increase should be the date of the tribunal's decision pursuant to section 14(7) of the Housing Act 1988, and not the date stated in the landlord's Notice of Increase.

Name: Judge Tagliavini

Date: 21 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).