



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

**Case Reference** : **LON/OOAC/MNR/2024/0015**

**Property** : **Flat 3 19 Brent Street London NW4  
2EU**

**Applicant** : **Mr Min Ho Youn**

**Respondent** : **Benjamin E Perl**

**Representative** : **Bude Nathan Iwanier LLP**

**Date of Application** : **13 December 2023**

**Type of Application** : **Determination of the market rent  
under Section 14 Housing Act 1988**

**Tribunal** : **Mrs E Flint FRICS  
Mr J Francis QPM**

**Date and venue of  
Determination** : **14 March 2018  
10 Alfred Place,  
London WC1E 7LR.**

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**DECISION**

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The rent payable from 13 January 2024 is £232 per week inclusive of £10 per week hot water charge.

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## **Background**

1. On 13 December 2023 the tenant of the above property referred to the Tribunal a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988.
2. The landlord's notice, which proposed a rent of £450 per week with effect from 13 January 2024, is dated 5 December 2023.
3. The tenancy is a periodic tenancy which commenced in 1990. At that time the complex was used by a religious community, this is reflected in the unusual and restrictive terms of the tenancy agreement e.g. "The Tenant must be properly dressed at all times outside of rooms (trousers and full shirt for men ...)"

## **Inspection**

4. The Tribunal inspected the property on 14 March 2024. The flat is situated on the ground floor rear of a building forming part of a complex dating from the late 19<sup>th</sup> century, set in what were extensive grounds laid out mainly as gardens which have been converted to a large extent into car parking areas, as the main building is now a hotel in great demand for weddings and other celebrations. At the time of our inspection the landlord advised that the hotel was full. The quadrangle had a marquee erected and workmen were setting up equipment for a function. The hotel does not have a dining room therefore all functions take place in the marquee. Wall mounted speakers were visible in the cloisters surrounding the quadrangle.
5. The flat is accessed via the loading area/car park to the rear of the main building. The front door is badly fitted resulting in draughts and heat loss. The door leads directly into a large living room with a kitchen area to the side; the room is dark owing to the windows, which are double glazed and overlook an area used for deliveries, being at the end of the room nearest the entrance door. The kitchen area is very basic, the landlord provided the cooker and washing machine and the tenant the fridge; one of the rings on the cooker was not working. The bathroom/wc is directly off the living room, there is a shower attachment over the bath, the floor is springy and there is evidence of old water leaks. The bedroom windows are single glazed, one bedroom overlooks the delivery area, the other bedroom faces onto the quadrangle where events are held either outdoors or in a marquee erected within the quadrangle; the single glazed windows of this bedroom are frosted over, reducing the light, the original front door to the flat is blocked up. There is no central heating, there are small wall mounted electric heaters in each of the rooms. There is evidence of long standing damp in the living room adjacent to the kitchen area.
6. The flat is some distance from the street entrance to the hotel, the tenant does not have the right for himself or his guests to park within the car park.

## **Evidence**

7. The committee received written representations from both the landlord and the tenant and these were copied to the parties.
8. The landlord stated that the flat was in a convenient location within the grounds of the Pillar Hotel. There was a bus stop outside the hotel, it was a short walk to local shops and within walking distance of Hendon Central tube station.
9. The landlord referred to a valuation of the flat by a local estate agent who had suggested the flat could be marketed at £2,000 - £2,300 per month.
10. A firm of Chartered Surveyors had valued the flat at £2,100 per month. The valuation was based on a number of comparables which were located in either NW4 or NW11, all were said to be smaller than the subject flat, at rents of between £1,950 and £2,100 per month.
11. The tenant referred to previous tribunal decisions referring to the tenancy agreement and physical surroundings of the flat, supported by a number of photographs of some of the functions which have taken place within very close proximity to the bedroom windows.
12. The tenant stated that the premises are affected by the functions which take place at the hotel, the whole flat suffers disturbance from both noise and light particularly when there are functions in the quadrangle where loud speakers are situated close to the bedroom windows. When marquees are erected the light to the flat is obstructed. The use of the hotel for functions has intensified over the years.
13. The tenant disputed that his agreement allowed the landlord to charge a service charge referring to previous decisions of the tribunal and his tenancy agreement. He considered that there had been no improvements since the previous application.
14. The tenant referred to asking rents in respect of four flats within Hendon with asking rents ranging from £1,600 to £1,750 per month. All were either purpose built or recently refurbished, the majority had the use of gardens and on site parking.
15. He stated that a top of the range flat nearby was available for £400 per week. By comparison his flat did not have the benefit of communal gardens, central heating or parking. His flat however was damp, had poor natural light, a poor quality kitchen area and was unfurnished. There had been no improvements since the previous tribunal decision.
16. Neither party requested a hearing at which oral representations could be made.

## **The law**

17. In accordance with the terms of section 14 Housing Act 1988 the Tribunal proceeded to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.

18. In so doing the Tribunal, as required by section 14(1), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.

### **Valuation**

19. In coming to its decision, the Tribunal had regard to the evidence supplied by the parties and the members' own general knowledge of market rent levels in the area of Hendon.

20. The Tribunal determined that if the flat were in a traditional situation, with the usual amenities attributable to a two bedroom flat let on the open market it would attain a rent of £370 per week.

21. However, the flat suffers from several distinct disadvantages owing to its location within a hotel complex. Its situation causes significant inconvenience to the tenant in terms of disturbance during social events and festivities. In addition, there is only pedestrian access to the flat via the car park. Many of the comparables have superior facilities for example off street parking and private or communal gardens.

22. The Tribunal considered that the situational disadvantages together with the layout, lack of central heating, dated kitchen area, lack of a fridge, floor coverings and curtains or blinds taken with the general condition of the flat and the unusual covenants in the tenancy agreement would result in a deduction from the open market rent and determined the rent at £222 per week exclusive of the charge for hot water.

23. The notice of increase from the landlord included £15 for hot water and £10 service charge. The tenant does not dispute that his agreement requires him to pay an amount for hot water however the tenancy agreement does not include any provision for payment of a service charge and the tenant does not have the use of any common parts.

### **The decision**

24. The Tribunal concluded that the rent at which the property might reasonably be expected to be let on the open market would be £232 per week including £10 per week for hot water.

25. This rent will take effect from 13 January 2024 in accordance with the landlord's notice.

Chairman: Evelyn Flint

Dated: 26 March 2024

## **ANNEX - RIGHTS OF APPEAL**

- i. 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>
- ii. 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.
- iii. 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.
- iv. 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.

### **Appendix Housing Act 1988**

14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee 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.

(4) In this section “rent” does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements....



