

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

Case Reference : LON/00AL/MNR/2023/0352

Hearing Type : By Way of Written Representations

Property : 9A Plumstead High Street, London, SE18 1SA

Applicant : Mr D Gray (The Tenant)

Respondent : Grandish Limited (The landlord)

Type of Application : Section 13 of the Housing Act 1988

Tribunal Member : Mr J A Naylor FRICS, FIRPM
Valuer Chairman

Date of Decision : 12th May 2024

REASONS

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Background

1. On 21 July 2023 the landlord served a Notice under Section 13(2) of the Housing Act 1988 proposing an increase in the rent of the above property to £1,300 per calendar month from the current rent of £750 per calendar month.
2. After consideration of the paperwork provided, the Tribunal wrote on 12 September 2023 to advise that the landlord's notice does not appear to take effect at the commencement of a new period of a tenancy and the parties were given to 26 September 2023 to submit on this point.
3. This matter was determined by the Tribunal on 18 December 2023, and the Tribunal found that on the evidence in front of it, it did have jurisdiction to determine the market rent of the above property.
4. On 31 July 2023 the tenant made an application to the Tribunal for the determination of a market rent.
5. By way of a letter dated 7 February 2024, the Tribunal wrote to the parties and provided directions asking for the completion of the reply form and submissions relating to the rental value of the property. The landlord was given until 27 February 2024 and the tenant was to reply and submit by 12 March 2024. The landlord was given a final opportunity to respond by 19 March 2024.
6. Both parties have made submissions to the Tribunal.
7. The tenants response is contained in a letter dated 17 September 2023 .Mr Gray submitted that his repairing obligations are those under Section 11 of the Landlord & Tenant Act 1985 and confirmed that he was happy for the matter can be determined by way of written representations.
8. Mr Gray referred to a previous inspection of the property by the Tribunal and stated that no further inspection should be needed.
9. The landlord also agreed to the matter being heard by way of written representation.

10. The landlords provided details of the size of the rooms in the property and stated that the tenant has never reported disrepair unless the landlords seek to increase the rent or the tenant feels that they may be under threat of eviction.
11. The landlord stated that the property is in a prime location and is 54.9m² in size.
12. The landlord then detailed “comparables” : 9 Plumstead High Street at 46m² let at £1,300 per calendar month (this property is in the same building as the subject property) and a property in Bostall Hill (no number given) of 49m² at £1,294 per calendar month.
13. Little documentary evidence relating to these comparables is provided . For the property in Bostall Hill , the address is incomplete and the property cannot be identified .
14. The landlord also provided other evidence by way of comparison providing an extract/screen shot from Rightmove on a separate sheet. This details properties ranging from £850 per calendar month for a flat share to £1,450 per calendar month for a one bedroom flat but little detail is given.
15. Following an initial review of the documentation on 8 April 2024, the Tribunal wrote to the parties to advise that a reference within the paperwork had highlighted the fact that the rent on the subject property had been determined by the Tribunal on a previous occasion in September 2022 following an inspection.
16. The Tribunal determination on this occasion was dated 20th September 2022 and following this ; Reasons dated 2nd November 2022 were provided and these included the calculation under which the rent had been determined .
17. In particular, reference was made to a number of disrepairs and improvements for which deductions from the open market rent had been made to arrive at the rent for the subject property.
18. In order to enable the parties to make adequate representations on these points the Tribunal wrote to each of the parties giving them until 30th April 2024 to make such submissions.

19. No further correspondence was received from either party .
20. On the papers and without a hearing the Tribunal determine that the market rent of the property is £812.50 per month.

The Law

21. When determining a market rent in accordance with the Housing Act 1988 Section 13, regard must be had to all of the circumstances (other than personal circumstances) including the age, location and state of repair of the property, matters contained within the rent, repairing obligations, etc.

The Property

22. From Google Maps and information available on various agent websites and property portals, and from information provided by the parties, the Tribunal has found as follows:
23. The property comprises a self-contained first floor flat without garden or allocated parking space in a converted two storey house.
24. The accommodation comprises: lounge, bedroom, bathroom/WC, kitchen. The property is understood to be both double glazed and centrally heated.
25. The property is well placed for access to local transport and shopping facilities but is just outside the main shopping centre of both Plumstead and Woolwich. It sits fronting a fairly busy road and is located immediately adjacent to a fairly large tyre retailer and fitting bay.
26. The property is understood to be 54.9m².

Valuation

27. The Tribunal must firstly determine the market rent for a property of this size, in this location and in its current condition. It must also disregard the personal circumstances of either party.
28. Using its own general knowledge of the Greater London property market and in particular the property market within the Plumstead area, the Tribunal considers that the market rent for a property of this size, in this location, in average condition, with the usual white goods and carpets provided and decorated to a good condition would be £1250 per month . The addition to rental value of any tenants improvements is ignored.
29. The Tribunal notes the comments made by both the landlord and the tenant in their submissions and takes these into consideration. In addition the Tribunal was referred to its previous determination in September 2022. While no inspection has been made on this occasion the Tribunal is of the view that those items for which deductions were made in September 2022 will continue to warrant deduction now . These can be detailed as follows:
 30. Tenants white goods curtains, and floor coverings (10%)
 31. Bathroom tiling and refitting toilet and sink (5%)
 32. Damp proofing hallway, stripping interior doors, and replacing the front door (10%) roof repairs (5%)
 33. Without evidence or submission from the landlord relating to the kitchens it is assumed that the condition of the kitchen remains as it was in September 2022 and thus a further deduction of 5% is made
 34. These adjustments aggregated to 35%.
 35. Therefore, the Tribunal made an adjustment of £437.50 from the market rent of £1,250 per month to give a net rent of £812.50 per month

Name: Mr J A Naylor FRICS, FIRPM

Date: 12th May 2024

ANNEX – 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 might 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 this 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. Any appeal in respect of the Housing Act 1988 should 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).