



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

**Case Reference** : **MAM/LON/00AQ/MNR/2023/0412**

**Property** : **Studio 1, 3a Boxmoor Road, Kenton,  
Harrow, HA3 8L**

**Tenant** : **Mr Steven Gardner**

**Landlord** : **Neeta Patel**

**Date of Objection** : **12 September 2023**

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

**Tribunal** : **Mr A Harris LLM FRICS FCIArb  
Mr O Miller BSc**

**Date of Reasons** : **23 February 2024**

---

**DECISION**

**The Tribunal determines a rent of £1100.00 per calendar month  
with effect from 8<sup>th</sup> of October 2023.**

---

## **REASONS**

### **Background**

1. On 7 September 2023 the Landlord served a notice by hand under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1100.00 per month in place of the existing rent of £ 1000.00 per Month to take effect from 8 October 2023.
2. On 12 September 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.
3. The tribunal issued directions on 16 November 2023 setting out that the case will be decided on paper unless the hearing was requested. Following a request a tribunal was arranged for Wednesday, 21 February 2024 but owing to an administrative oversight the tenant was not notified of this date. A fresh hearing was arranged for Friday, 23 February 2024 attended by both parties.
4. The property is a converted studio flat with separate kitchen and shower room/WC for the sole use of the tenant. The flat has central heating double glazing and white goods provided by the landlord. Carpets and curtains were provided by the tenant.
5. The building containing the flat is licensed as a house in multiple occupation with the subject flat being licensed for one occupant. There are 2 other flats in the property each licensed for 2 occupants.

### **Inspection**

6. The Tribunal did not inspect the property as an inspection was not requested by either party.

### **Evidence**

7. The tribunal held a hearing attended by both parties. The Tribunal has considered the written submissions provided by the Tenant and the Landlord and oral evidence at the hearing.

### **The Landlord's case**

8. The landlord stated the property had been inspected by the tenant prior to taking occupation. No concerns were raised. The rent includes gas water and electricity and Wi-Fi charges. The tenant is on housing benefit.

9. The landlord states there are 3 studios in the house. Studio 1 is the subject property
10. Studio 2 is on the same floor and has kitchen units in the main living room. It was let from 22 January 2023 to 28 January 2024 at a rent of £1200 per month. The studio was relet on 28 January 2024 for £1300 per month.
11. Studio 3 also has kitchen units in the main room and is a loft room with separate bathroom. It was let on 28 May 2023 at £1200 per month.
12. In the landlord's view studios 2 and 3 are not as desirable as studio 1 because of cooking smells and inconvenience. Photographs were provided of these studios.
13. Three comparables have been provided from Zoopla, a studio in Kenton Road Harrow let for £1150 per month, a studio in Woodland Road Harrow let for £1404 per month and a further studio in Woodland Road let for £1350 per month. In the landlord's opinion the subject flat would let for between £1300 and £1400 per month.
14. A letter was provided by the landlord, the day before the hearing, written by Haart, estate agents. As this letter had not been provided to the tenant prior to the hearing, the tribunal took no account of it.
15. The landlord provided Zoopla printouts of a number of comparables:
16. Woodlands Road Harrow, a studio to let at £1350 per month from 13 December 2023. The agent's details describe it as Harrow's finest all bills inclusive luxury studio apartment complex having the benefit of an on-site concierge, CCTV and cycle storage. The flats all have free Wi-Fi and furnished to a high standard the fully fitted and equipped kitchen.
17. Kenton Road Harrow a 1<sup>st</sup> floor studio to let at £1150 per month with the kitchen in the main room and separate shower room/WC. All bills are included apart from council tax. The flat is described as newly refurbished.
18. Woodlands Road Harrow, a studio to let at £1404 per month available from 5 December 2023 all bills including council tax are included.

### **The tenant's evidence**

19. The tenant's written evidence was given with the assistance of his support worker due to his medical condition. Evidence was provided of this.
20. The tenant states he has carried out work to the property including decoration following water leaks from the flat above. He alleges the

landlord entered the flat without prior permission from him. He considers the landlord is in breach of the tenancy agreements and this is why he is opposing the rent increase.

21. The tenant states that various legal documents which should have been provided at the start of the tenancy were not and there is dispute about the protection of the tenancy deposit under the Tenancy Deposit Protection Scheme.
22. Reported maintenance issues have not been dealt with without acrimony. Floorboards in the bed/living space were found to be damp and rotten and not treated but a laminate floor was laid over it covering the damage. This attracts insects/vermin. There have been leaks from the flat above and he has been redecorating at his own expense.
23. In relation to the comparables, the tenant considers that Woodlands Road is in a much better part of Harrow.
24. The tenant submits a fair rent for the property is £1000 per month.

### **Determination and Valuation**

25. The tribunal considered the comparable evidence provided by the parties and their respective comments. The tribunal considers that the photographs show the other 2 flats in the building to be fitted to a higher standard and notes that they are licensed for 2 occupants rather than one. The tribunal considered the remaining evidence gave a range of values for different styles and types of property and applying our own expert, general knowledge of rental values in the area, we consider that the open market rent for the property in the condition we are required to assume would be in the region of £1100.00 per calendar month.

### **Decision**

26. The Tribunal therefore determined 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 was £1100.00 per calendar month.
27. As the Tenant is in receipt of benefits, the tribunal enquired whether increasing the rent from the date set out in the notice would cause hardship and the tribunal was told that it would not. The Tribunal directed the new rent of £1100.00 to take effect on 8 October became 2023. This being the date as set out in the Landlord's Notice of Increase.

**Chairman: A Harris**

**Date: 23 February 2024**

## **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 First-tier Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

## **Housing Act 1988**

### **14 Determination of rent by tribunal.**

(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;

(a) which begins at the beginning of the new period specified in the notice;

(b) 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

(c) 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