



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

Case Reference : **LON/00BA/MNR/2024/0096
P:PAPERREMOTE**

Property : **10 Gilbert Close Morden Road
London SW19 2TQ**

Applicant : **Mr Mohammed Sarwar**

Respondent : **Mrs Shafali ahmed**

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

Tribunal : **Mrs E Flint FRICS**

**Date and venue of
Hearing** : **26 June 2024
Remote on the papers**

DECISION

The market rent is **£1,600** per month with effect from 1 March 2024.

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Background

1. On 26 February 2024 the tenant 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 was served on 27 January 2024, proposed a rent of £1,945 per month with effect from 1 March 2024 in place of the existing rent of £1,445 per month.
3. The tenant has been in occupation since 1 October 2017, there is no written tenancy agreement.
4. Directions were issued by the tribunal on 1 May 2024.
5. Prior to the hearing both the landlord and the tenant sent submissions to the tribunal and the other party.

The Evidence

6. The flat is on the third floor of a four storey purpose built block. The accommodation comprises two rooms, kitchen and bathroom/wc with use of a communal garden.
7. The tenant in written submissions accompanied by photographs, stated that he had replaced the dining table, double bed and curtains. The front door was in very poor condition, the glass panel was in danger of falling out; there was mould on the ceiling. He provided his comments in the survey report by Mr Charles Ostroumoff MRICS of PRMG Surveyors Ltd where defects were noted. The report was referred to by both the landlord and tenant in their submissions.
8. The landlord also provided a copy of the surveyors report in which it was stated that the condition of the flat was poor, it had not been well maintained, there was a broken extractor fan and some window seals had perished, the front required replacement. The flat roof above the flat probably lacked insulation resulting in cold bridging and the mould on the ceiling. It was recommended that the trickle vents in the windows should be kept open at all times to improve the ventilation in the flat.
9. The landlord accepted that the ceilings had been damaged by the defective roof and stated that the landlord has agreed to repair the roof and make good the damage within the flat. She stated that she had provided the laminate flooring in the living room and carpets in the bedrooms, curtains and the white goods.
10. The landlord provided links to a number of flats on the market to support her contention that two bedroom flats in the area were worth £2100 per month.

The law

11. In accordance with the terms of section 14 Housing Act 1988 I proceeded to determine the rent at which I considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
12. In so doing I, 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 or any diminution in value due to the tenant not complying with the terms of the tenancy and also any items of disrepair which either the tenant had not reported to the landlord or had not allowed access for the landlord to carry out the necessary repairs.

Valuation

13. In coming to my decision, I relied on the landlord's comparable evidence and my own general knowledge of rents in the vicinity. However, it is clear from the submissions that the flat is not in the condition which is usual for an open market letting.
14. I determined that the open market rent of the property if modernised and let on the terms which usually apply to an Assured Shorthold letting would be £2100 per month. I determined that taking into account the condition of the property that the open market rent of the subject flat was £1,600 per month to reflect its condition and lack of modernisation.

The decision

15. The rent of £1,600 per month is effective from 1 March 2024 in accordance with the landlord's notice.

Chairman: Evelyn Flint

Dated: 26 June 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....

(7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal ... shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.

