



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

Case Reference : **LON/00AM/MNR/2024/0041.**

Property : **27 Ardleigh Road, London N1 4HS.**

Tenant : **Ms. Michelle Margaret Tierney
Accompanied at the hearing by
Mr. Neve.**

Landlord : **Bankway Properties Limited.
Represented at the hearing by:
Ms. Y Webb and Ms. Carpenter.**

Date of Objection : **16 January 2024.**

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

Tribunal : **Aileen Hamilton-Farey.
Mr. C. Piarroux JP.**

**Date of
Reasons** : **27 June 2024.**

DECISION

**The Tribunal determines a rent of £2900.00 per calendar month
with effect from 24 June 2024.**

REASONS FOR THE DECISION

Background

1. On 19 December 2023 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of **£4,750.00** in place of the existing rent of **£914.00 per calendar month** the rent increase was to take effect from **5 February 2024**

2. On **16 January 2024** the tenant referred that Notice to the tribunal. Directions were issued on 15 April 2024, following which the parties produced comparables on which they wished to rely. The tenant requested a hearing and an inspection of the property. The landlord's agents attended the hearing and inspection.

The Hearing:

3. During the hearing the tenant informed the tribunal that the property was in a poor condition, that the basement was in effect unusable due to dampness, that there was rotten woodwork to one of the rear bedrooms and that asphalt had 'slumped' to the front entrance steps and rear balcony. She said there were signs of water penetration through the roof/guttering as well as under window cills. She confirmed that originally the property had been two separate flats but had been combined during her father's tenancy. This meant that there were two central heating boilers and plumbing systems, although the electricity supply had been combined during her father's tenancy. Several improvements had been carried out by her father, but we explained that the value of those improvements would now accrue to the landlord in accordance with current legislation. Ms. Tierney confirmed that no improvements had been carried out by her, with the exception of the usual decorations required under the tenancy, and that she had only informed the landlord of her succession to the tenancy when repairs were required. We note therefore that no increases in rent have taken place for at least 4 years as they should have done, and that the rental market value of the property has increased substantially in that time.

4. She suggested that some of the comparables supplied by the landlord were not actually comparable, although accepted that two properties were similar, if smaller, but that they had been refurbished and were therefore not in the same condition as the subject property.

5. Ms. Webb on behalf of the landlord said that the original tenant had passed away in 2019 and the landlord had not been notified until 2023. This meant that although the tenant had succeeded to the tenancy, the rent had not been increased as it should have been and had not been increased since the last

rent registration. Ms. Webb also said that there had been a proposal to separate the upper from the ground floor, leaving Ms. Tierney in occupation of the upper floors, but that this had proved difficult, and had delayed repairs to the building. She said that now it was clear the property could not be recombined, the outstanding repairs would be undertaken, and some had already been carried out.

At the end of the hearing the tenant mentioned that a rent increase would cause her hardship, that she had been unwell which had restricted her ability to work, that she had limited means and would be unable to pay if any increase was to be backdated. This was not contested by the landlord's representatives.

The Inspection:

6. The tribunal inspected the property after the hearing. We found the property to be a substantial end of terraced house on ground, upper ground, first and second floors. The external decorations were generally good, although there were some signs where repair/re-decoration were required especially at high level. The asphalt to some of the front entrance steps had slumped and cracked as had that to the rear balcony area. Period features have been retained, windows were mainly wooden double hung sliding sash units, except to the basement where there were some 'Crittall-type' metal framed windows and rear doors.

7. The property is well decorated by the tenant, and a new kitchen had been installed during the previous tenancy, as had a bathroom in the basement. This was an old and un-used facility and would require substantial repair and maintenance before further use. The top floor contained a new bathroom/w.c. and there were other bathing/toilet facilities on half-landings, as well as the basement.

8. There were signs of rising dampness to the basement, which had an overall smell of dampness and appeared to be used for storage. The front entrance well to the property appeared to be damp, with possible signs of a blocked drain where rainwater had not been able to escape through the drainage system, and had seeped up the front walls of the house. This was reflected on the internal wall surfaces in the front basement area. Despite these areas of disrepair the property was in a reasonable condition.

Evidence

9. The Tribunal has consideration of the written submissions provided by the parties. We are satisfied that two of the comparables supplied by the landlord, and acceptable to the tenant were in the range that would be expected of a property, modernised and decorated to the usual standards that would be found in a market letting.

10. The tribunal determines that in a restored condition, with all repairs carried out, the property would command a rental of **£4,385.00 per calendar month.**

11. However, the property is not in the condition that would command that level of rent, and the tenant has more repairing obligations under the assured tenancy than under an assured shorthold. We have therefore deducted an amount to reflect the differences of the tenancy, the lack of modernisation and the outstanding repairs. The total amount we have deducted is **£1,485.00**, leaving a rent payable of **£2,900.00 per calendar month**.

12. Ms Tierney informed us that, if we were to back-date any increase it would cause financial hardship, and we take this into consideration. The new rent shall therefore take effect from 24 June 2024.

Decision

13. The Tribunal directs the new rent of **£2,900.00** per calendar month to take effect from **24 June 2024**.

Chairman: Aileen Hamilton-Farey Date: 27 June 2024.