



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

Case reference : **LON/OOAS/MNR/2024/0124**

Property : **50 The Chase, Ickenham, Middlesex, UB10
8ST**

Applicant Tenant : **Charles Manning**

Representative : **In Person**

Respondent Landlord : **(Haskell) Battersea F/H & L/H Co Ltd C/O
Hamways Ltd**

Representative : **In Person**

Type of application : **Determination of a Market Rent
Sections 13 & 14 Housing Act
1988**

Tribunal member(s) : **Mr R Waterhouse FRICS
Mr O Miller**

Date of determination : **2 September 2024**

Date of reasons : **2 September 2024**

REASONS

Decision of the Tribunal

On **2 September 2024** the Tribunal determined a Market Rent of **£875.00 per month** to take effect from **3 March 2024**. It should be noted that the amount determined represents the market rent determined under section 13, the landlord may choose to charge less.

Background

1. By way of an application dated **28 February 2024** , received by the Tribunal on **29 February 2024** the Applicant tenant of **50 The Chase , Ickenham, Middlesex, UB10 8ST** (hereinafter referred to as “the property”) referred a Notice of Increase in Rent (“the Notice”) by the Respondent landlord of the property under Section 13 of the Housing Act 1988 (“the Act”) to the Tribunal.
2. The Notice dated **29 January 2024** proposed a new rent of **£875.00 per month** to take effect on **3 March 2024** in lieu of a passing rent of **£810.00 per month**.
3. The property was let to the Tenant’s mother on a regulated tenancy, and was succeeded by the current tenant on 5 October 2020. The Tenant holds the property on a statutory assured monthly periodic tenancy.
4. On **16 June 2024**, the Tribunal issued Directions advising the parties that it considered the matter suitable for determination on the papers unless either party objected, in writing, within 7 days. In accord with current Tribunal policy the parties were advised that no inspection would be undertaken. The tenant requested an inspection but not a hearing.
5. The Directions required the Landlord and Tenant to submit their completed statements to the Tribunal by **15 July 2024** and **22 July 2024** respectively, with copies to be sent to the other party. Both parties complied.
6. These reasons address in **summary form** the key issues raised by the parties. They do not recite each point referred to in submissions but concentrate on those issues which, in the Tribunal’s view, are fundamental to the determination.

Law

7. In accordance with the terms of Section 14 of the Act, the Tribunal is required to determine the rent at which it considers the subject property might reasonably be expected to let on the open market, by a willing Landlord, under an assured tenancy, on the same terms as the actual tenancy.

8. In so doing, and in accordance with the Act, the Tribunal ignores any increase in value attributable to tenants' improvements and any decrease in value due to the tenants' failure to comply with any terms of the tenancy.

The Property

9. The Tribunal did inspect the property. The property is a 1920s bungalow with two bedrooms, a living room, and a kitchen and bathroom. There is a garden.

Submission – Tenants

10. The Tenant submitted a Reply Form dated 21 June 2024. Additionally, two photographs were submitted of the nearby A40, taken at 0915AM. The reply Form gave details of condition and improvements.
11. The application dated, gave details of improvements carried out by the current Tenant, security gates and the Tenants predecessor.

Submissions- Landlord

12. The Landlord submitted a completed reply form.

The Inspection

13. The tribunal inspected the property and found the property to be a two bedroomed semidetached bungalow with a garden. The property has one gas fire and electric storage heaters in each room other than the bathroom and kitchen. The property is in its original condition as built in the late 1920s with an original bathroom, a kitchen part installed in the 1960s and part in 1980s. The windows are all original single glazed.

The Determination

14. The improvements carried out by the Tenants predecessor fall to be inherited by the landlord on succession and form part of the landlord's property from that point. The improvements carried out by the current tenant remain excluded from the landlord's property for the purposes of the determination of the rent.
15. The Tribunal determines a market rent for a property by reference to rental values generally and, in particular, to the rental values for comparable properties in the locality. The Tribunal has no regard to the current rent and the period of time which that rent has been charged, nor does it take into account the percentage increase which the proposed rent represents to the passing rent. In addition, the legislation makes it clear that the Tribunal is unable to account for the personal circumstances of either the Landlord or the Tenant.
16. The date the Tribunal assesses the rent is the effective date in the Landlord's Notice, which is the **3 March 2024**. The Tribunal disregards any improvements made by the Tenants but considers the impact on rental value of disrepair, due to the Tenant's failure to comply with the tenancy terms or the Landlord's failure to repair.

17. In the first instance, the Tribunal determined what rent the Landlord could reasonably be expected to obtain for the property in the open market, if it were let on the effective date and in the condition that is considered usual for such a market letting.
18. The Tribunal is a specialist Tribunal using its knowledge to ascertain what the property would let for if in a contemporary condition. The Tribunal determined **£1550.00 per month** in contemporary condition. The Tribunal is mindful of the proximity to the A40 road.
19. There were submissions on the condition or quality of the flat and these were supplemented by the Tribunal's inspection. Accordingly, the Tribunal finds adjustments are evidenced and applies a 40% deduction. The rent is **£930.00 per month**. There is a substantial asbestos building in the garden, the Tribunal makes a further deduction of £55.00 per month to reflect this giving **£875.00 per month**.
20. The Tenants made no substantive submissions to the Tribunal about delaying the effective date of the revised rent due to undue hardship under section 14(7) of the Act. Accordingly, the rent of **£875.00 per month** will take effect from **3 March 2024**.

Valuer Chair Mr R Waterhouse FRICS Date: 2 September 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 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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).