



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

Case reference : **LON/OOAH/MNR/2024/0146**

Property : **41 Cobden Road, South Norwood, London,
SE25 5NY**

Applicant Tenants : **Nike Onaolapo**

Representative : **In Person**

Respondent Landlord : **Waliyu Odutayo**

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 C Piarroux**

Date of determination : **18 September 2024**

Date of reasons : **18 September 2024**

REASONS

Decision of the Tribunal

On **18 September 2024** the Tribunal determined a Market Rent of **£1600.00 per month** to take effect from **22 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. The property 41 Cobden Road, South Norwood, London SE25 5NY, is a semidetached house with one living room, two bedrooms, one bathroom and a garden.
2. The Notice of Increase of Rent dated **19 February 2024** proposed a new rent of **£2000.00 per month to take effect on 22 March 2024** in lieu of a passing rent of **£1500.00 per month**.
3. The Tribunal received the tenancy agreement with the application, showing the contractual period commenced on 22 January 2021 for 12 months, the last contractual day being 21 January 2022.
4. On **29 May 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 accordance with current Tribunal policy the parties were advised that no inspection would be undertaken. No objections were received to determination on papers were received. An inspection was requested by the Tenant.
5. The Directions required the Landlord and Tenant to submit their completed statements to the Tribunal by **19 June 2024** and **3 July 2024** respectively, with copies to be sent to the other party. Both parties complied.
6. These reasons address 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 in the presence of the Tenant. Entering from the front door leads directly into one half of an open plan living room. The room was originally two separate rooms within this mid terrace Victorian property. The room is divided by stairs which lead to the first floor. The living room has a bare wooden floor, and two electric heaters which are in poor condition.
10. The property has double glazing throughout, but it does not have trickle vents.
11. From the living room leads to the kitchen, this has fitted units and a sink, the units are in very poor condition having suffered distortion from water or use over many years. There is an electric cooker, supplied by the landlord. Additionally, there is a fridge and washing machine.
12. From the kitchen there is a bathroom and WC. Within this is an electric boiler. The plumbing from the boiler in terms of the hot water to the sink and the bath are defective. The bath panel is dislodged, and the bathroom is in a poor condition.
13. From the kitchen there is access to the garden which is fenced on all sides but overgrown.
14. The kitchen and bathroom have no heating.
15. On the first floor are two good-sized bedrooms, neither have heating.
16. Throughout the house there are a minimal number of electrical sockets.

Pre – Hearing Submission – Tenant

17. The Tenant in the Application Form asserted; under Services (b) that they were without hot water from 8 September 2022 for 9 months and that the Landlord fails to repair any disrepair within the house. Additionally, the Tenant asserted that the landlord said that the tenant would be charged for any repairs.
18. It is noted that the Tenant requests to exclude the Landlord from any inspection carried out by the Tribunal.

Pre- Hearing Submissions- Landlord

19. The Landlord submitted a completed Reply Form noting the accommodation in terms of size and condition. That the property has no central heating, but double glazing and white goods supplied by the landlord.

20. Additionally correspondence relating to proposed heating and insulation work which was not carried out.
21. A copy of the Tenants Reply Form annotated with the Landlords comments on the assertions of the tenant.

The Hearing

22. The Landlord attended the hearing, the tenant did not. The Landlord noted the rent passing of £1500 per month was the original rent from the grant of the tenancy. The Landlord noted that the Tenant preferred to have any disrepair that occurred rectified by the Tenants' own contractors rather than the Landlords. The Landlord asserted that they felt that rectification of disrepair should sit with the landlord. This difference of views had led to delays in having items repaired. The Landlord submitted that electric fires in the property had been removed from the walls by the tenant and contended that any adjustment of rent for disrepair should be ignored because the landlord had been frustrated in their ability to repair.
23. In respect to the rent the Landlord believed the property if valued in the condition it was let that is before the Tenant allegedly removed the electric fires, should attract a rent of around £1900.00 to £2000.00 pcm. The Landlord had supplied comparables that were centrally heated and in contemporary letting condition. These comparables ranged from £2000 to £2350.00 pcm.

The Decision

24. The Landlord's submissions show rents asking and agreed on two-bedroom houses in the locality. Their rents range from £2000.00, £2150.00 and £2350.00; per month.
25. The Tribunal determines that the rent for the property, with reference to the comparables and the wider knowledge of the Tribunal, is £1900.00 per month. This assumes the property is in good contemporary condition and centrally heated. The property is not.
26. The Tribunal, following the inspection, identifies the property differs from the quality found with comparables, in particular central heating, quality of kitchen and bathroom, and electrical sockets.
27. The Tribunal is aware of the issue of differing approach to repair by the landlord and the tenant in respect of carrying out works.
28. The Tribunal values the property on the existing condition of the kitchen, bathroom and general condition of the property. The Tribunal understood from the Landlord that all disrepair notified by the Tenant had been carried out by the Landlord. It was understood from the Landlords' submissions that following involvement of the Housing Officer, any disrepair had been rectified by the landlord. The Tribunal therefore makes an adjustment of £300.00 per month to reflect the quality. The Tribunal therefore determines £1600 per month.
29. 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 **£1600.00 per month** will take effect from **22 March 2024**.

**Valuer Chair Mr. R Waterhouse FRICS
2024**

Date: 18 September

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).