



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

Case Reference	:	LON/00AJ/MNR/2024/0307.
Property	:	36 Julien Road, Ealing, London W5 4XA.
Tenant	:	Mr. Edgar Peters.
Landlord	:	Messrs. P and S. Armstrong, J. White.
Type of Application	:	Section 13 Housing Act 1988
Tribunal Members	:	Tribunal Judge Aileen Hamilton- Farey.
Date and venue of Consideration	:	On the papers
Date of Decision	:	17 October 2024.

DECISION

The Tribunal makes no determination of the rent for the subject property.

REASONS

The Application

1. The Tribunal received an application from the Tenant, Mr. Peters, on 31 May 2024.

2. The application referred a Landlord's Notice of Increase that was in relation the subject property, 36 Julien Road, London W5 4XA. The Notice of Increase was dated 7 May 2024 and proposed to increase the rent of the subject property from £490.50 to £1600.00 with effect from 1 July 2024.
3. The applicant's representations confirmed that he was the successor to his mother's tenancy. His parents having first occupied the property in 1960, and his mother succeeding to the tenancy on the death of his father. In his correspondence with the landlord, Mr. Peters suggested that he just continue to pay the rent passing, and that he required confirmation of this from his landlord for benefit purposes. He also gave details of his financial circumstances.
4. The landlords then wrote to Mr. Peters to say that they would be seeking advice and make an assessment of the rent. This presumably resulted in the service of the S.13 Notice of Increase that was served.
5. For the benefit of Mr. Peters, I will explain the situation regarding the rent for his tenancy. It appears that his parents occupied the property as protected tenants under the Rent Act 1977, and as such their rent could have been increased every 2 years, and in recent years may have been capped in accordance with the Maximum Fair Rent Order 1999 which effectively capped most rents in line with prevailing RPI rates.
6. However, on the death of the last protected tenant, in this instance, Mr. Peters' mother, the tenancy became an assured tenancy on the day following her death, 1 April 2024 and under which a market rent became payable, and the Fair Rent Act 1977 no longer applied, and the tenancy became subject to the Housing Act 1988, which gives certain protections, but not in relation to rent.
7. Having considered the rent sought by the landlords, I find that this is a reasonable rent for a property of this size in this location, (even without central heating, and under the terms of an assured tenancy), and that having come to that conclusion there is no requirement for me to set an alternative rent.
8. In the circumstances I make no determination of rent and the suggested rent of £1,600.00 per calendar month becomes the rent payable. However, I am entitled to determine the date on which the new rent may commence and having read the correspondence and the financial situation of the tenant, I may take financial hardship into account. I therefore confirm that the new rent shall take effect from 1 November 2024 which is the start of a new term of the tenancy.

The Law

Rent and other terms

13 Increases of rent under assured periodic tenancies

(1) This section applies to—

(a) a statutory periodic tenancy other than one which, by virtue of paragraph 11 or paragraph 12 in Part I of Schedule 1 to this Act, cannot for the time being be an assured tenancy; and

(b) any other periodic tenancy which is an assured tenancy, other than one in relation to which there is a provision, for the time being binding on the tenant, under which the rent for a particular period of the tenancy will or may be greater than the rent for an earlier period.

(2) For the purpose of securing an increase in the rent under a tenancy to which this section applies, the landlord may serve on the tenant a notice in the prescribed form proposing a new rent to take effect at the beginning of a new period of the tenancy specified in the notice, being a period beginning not earlier than—

(a) the minimum period after the date of the service of the notice; and

(b) except in the case of a statutory periodic [tenancy—

(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the first period of the tenancy began;

(ii) in any other case, on the date that falls 52 weeks after the date on which the first period of the tenancy began; and]

(c) if the rent under the tenancy has previously been increased by virtue of a notice under this subsection or a determination under section 14 [below—

(i) in the case of an assured agricultural occupancy, the first anniversary of the date on which the increased rent took effect;

(ii) in any other case, the appropriate date].

(3) The minimum period referred to in subsection (2) above is—

(a) in the case of a yearly tenancy, six months;

(b) in the case of a tenancy where the period is less than a month, one month; and

(c) in any other case, a period equal to the period of the tenancy.

[(3A) The appropriate date referred to in subsection (2)(c)(ii) above is—

(a) in a case to which subsection (3B) below applies, the date that falls 53 weeks after the date on which the increased rent took effect;

(b) in any other case, the date that falls 52 weeks after the date on which the increased rent took effect.

(3B) This subsection applies where—

(a) the rent under the tenancy has been increased by virtue of a notice under this section or a determination under section 14 below on at least one occasion after the coming into force of the Regulatory Reform (Assured Periodic Tenancies) (Rent Increases) Order 2003; and

(b) the fifty-third week after the date on which the last such increase took effect begins more than six days before the anniversary of the date on which the first such increase took effect.]

(4) Where a notice is served under subsection (2) above, a new rent specified in the notice shall take effect as mentioned in the notice unless, before the beginning of the new period specified in the notice,—

(a) the tenant by an application in the prescribed form refers the notice to [the appropriate tribunal]; or

(b) the landlord and the tenant agree on a variation of the rent which is different from that proposed in the notice or agree that the rent should not be varied.

(5) Nothing in this section (or in section 14 below) affects the right of the landlord and the tenant under an assured tenancy to vary by agreement any term of the tenancy (including a term relating to rent).

Name: Aileen Hamilton-Farey.

Date: 17 October 2024.

ANNEX - 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. Any appeal in respect of the Housing Act 1988 should be on a point of law.

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