



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

**Case Reference** : **LON/00BK/MNR/2024/0253  
P:PAPERREMOTE**

**Property** : **165 Dibdin House Maida Vale London  
W9 1QQ**

**Applicant** : **Mr L Shaw and Ms I Taylor**

**Respondent** : **Grainger Invest No. LLP**

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

**Tribunal** : **Mrs E Flint FRICS**

**Date and venue of  
Hearing** : **9 October 2024  
Remote on the papers**

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**DECISION**

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The market rent is **£1,875** per month with effect from 19 July 2024.

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## **Background**

1. On 5 July 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 12 June 2024, proposed a rent of £1,925 per month with effect from 19 July 2024 in place of the existing rent of £1,875 per month.
3. The tenant has a statutory tenancy following the expiry of a tenancy for twelve months from 19 July 2023.
4. Directions were issued by the tribunal on 15 August 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 tenant in written submissions stated that the flat which comprises two rooms, kitchen and bathroom/wc, is on the second floor of the block but without the benefit of a lift. The tenant confirmed that the flat was in good condition having been refurbished in July 2022.
7. However, the extractor in the kitchen vented into the area above the kitchen units rather than to outside. Following an inspection the tenant was advised that the hole in the wall had not been utilised when the extractor had been fitted. The landlord had been advised of this however had responded that the extractor had an internal filter therefore did not need an outlet through the hole in the wall. It was alleged that both the living room and bedroom held moisture resulting in the tenant using dehumidifiers all year round. The tenant stated that a representative of the landlord had advised that other than putting on the radiators and opening the windows there was no remedy as the building and its brickwork were old.
8. The tenant referred to three one bedroom flats within Dibdin House at asking rents of £1,650 and £1,675 and a two bedroom flat within the development at an asking rent of £500 per week and several flats within a quarter a mile of the development at asking rents of £1,700 per month.
9. The landlord described the property as having been refurbished to a good standard in July 2022 to include new kitchen units with integrated appliances, new bathroom suite, combination boiler and radiators and flooring throughout.
10. The landlord stated that there were no known items of repair outstanding. The landlord also stated that there were many one bedroom flats in the area at rents in excess of the asking rent.

## **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 tenant's comparable evidence and my own general knowledge of rents in Maida Vale since the landlord had not provided any comparable evidence.
14. The comparable evidence in respect of the one bedroom flats in Dibdin House was several months old and less than the tenant had paid at the commencement of the tenancy. However, the landlord has not produced any evidence to support the assertion that rents for similar flats are higher than the proposed rent. Furthermore, there is the matter of the inefficient extractor in the kitchen which does not remove the moisture laden air from the kitchen and the humidity in the living and bedroom, requiring the use of dehumidifiers all year long.
15. I determined that the open market rent without these issues was £1,925 per month however the open market rent as at 19 July 2024 subject to the deficiencies resulting in some dampness is £1,875 per month.

## **The decision**

16. The rent of £1,875 per month is effective from 19 July 2024 in accordance with the landlord's notice.

Chairman: Evelyn Flint

Dated: 9 October 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.

