



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

Case reference : **LON/00BB/MNR/2024/0336**

Property : **Ground floor flat, 6 Stanley Road,
Manor Park, London E12 6RJ**

Applicant : **Mrs Shamsun Nahar**

Representative : **Mr Riyad Hossain**

Respondent : **Mr Shahoor Malik**

Representative : **Mr Mohammed Azad Malik**

Type of application : **Section 13(4) Housing Act 1988**

Tribunal members : **Mr D Jagger MRICS
Mr O Miller
Mrs E Ratcliff MRICS**

Date of determination and venue : **27 September 2024
10 Alfred Place, London, WC1E 7LR**

Date of Reasons : **29th October 2024**

DECISION

The Tribunal determines that the rent that the property in its current condition as at the 1 July 2024 might reasonably be expected to let in the open market under an assured periodic tenancy is **£1,360 per calendar month.**

REASONS

Background

1. The Tribunal issued summary reasons following determination of this application. Either party may request full reasons. These full reasons are provided following a written request from the Tenant's representative, Mr Riyad Hossain, dated 2 October 2024.
2. The Tenant has lived in the property since 2009 and the Tribunal were provided with copies of extracts from a number of fixed-term agreements covering periods between 14 August 2013 and 31 January 2024, including a copy of the last fixed term tenancy agreement which commenced on the 1 August 2023 and ended on 31 January 2024. On 1 February 2024, the fixed term tenancy ceased, and the Tenant continued to occupy the property under a statutory periodic tenancy.
3. On the 30 May 2024 the Landlord served a notice pursuant to section 13(2) of the Housing Act 1988 seeking to increase the rent from £1,300 per calendar month to £1,650 calendar month being an increase of £350 effective from 1 July 2024.
4. By an application dated 13 June 2024, the tenant referred that Notice to the Tribunal for determination of the market rent.
5. Directions, dated 1 August 2024, required the Landlord to complete a reply form by 22 August 2024 and the Tenant to do similar by 5 September 2024. The Landlord could then respond to the points raised by the Tenant by 12 September 2024. Both the Landlord and Tenant complied, with the Tenant requesting a hearing and inspection to determine this matter. A hearing, followed by an inspection, was held on 27 September 2024.
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.

Evidence

7. The Tribunal has before it a bundle of evidence, which includes a background to the case and the Directions. Each of the parties made comprehensive submissions both in writing and orally at the hearing.
8. The Landlord submitted that the subject property is a two-bedroom ground floor flat with a separate living room, kitchen, and bathroom, and provided a floor plan in support. The Landlord listed improvements that

had been carried out over a number of years including external wall insulation, double glazing, a new condenser boiler and replacement radiators. In addition, the Landlord produced 5 letters from local letting agents setting out a recommended rental value for the property in a range of £1,700 to £1,850 per month, and results of Zoopla and On the Market searches, which he said more than supported a rent of £1,650 per calendar month. Mr Malik, the Landlord's representative, confirmed to the Tribunal not all of the agents inspected the property and were therefore unaware of its condition.

9. The Tenant submitted that the property is a one bedroom, rather than two-bedroom, flat with a separate living room, dining room opening into a kitchen and bathroom. The Tenant provided copies of previous tenancy agreements covering periods from 14 August 2013 to 31 January 2024, which all described the property as having one bedroom. The Tenant listed a number of defects and disrepair, including mould throughout, poorly fitting external door to rear room, significant decay/rotting of living area's external door, and a leak from flat above, which has damaged the ceiling in the room that is open to the kitchen.

Hearing

10. A hearing was held at 9.30am on the 27 September 2024. The Landlord was represented by his father Mohammed Azad Malik and the Tenant was represented by her grandson Riyad Hossain. Following the hearing, the Tribunal arrived at the property on the 27 September 2024 at 12.25 in the presence of the Tenant and her grandson, and the Landlord's father.

Property

11. The property is a converted ground floor flat which forms part of a two-storey mid terrace building located in a road of similar properties close to local amenities in High Street North. The building has rendered elevations under a pitched and tiled roof. There are a mixture of double glazed plastic windows.
12. On inspection, the Tribunal found that there are two rooms with interconnecting doors, a kitchen open from a living area and a bathroom. At the time of the inspection, the tenant was using the two rooms as bedrooms.
13. There is a very narrow communal entrance hall which was being used to store push chairs. The entrance to the flat is from the communal entrance hall via a main entrance door into the second (rear) room, with a second door directly from the communal hall into the first (front) room, meaning both rooms can be entered from the communal hall. These two rooms are connected by an internal door. This means that the rear room

is a 'through-room', and is the only route from the main entrance door, and from the front room, to reach the living area, kitchen and bathroom.

14. The Tribunal noted that the plan provided by the Landlord shows an internal wall in the second (rear) room, which creates a hallway between the main entrance door to the flat and the living area/kitchen. This wall was not present on inspection.
15. On inspection, the Tribunal found that the property was generally in poor condition. Throughout the property there was evidence of damp and mould, but particularly to the front and rear rooms and the bathroom. The kitchen fittings were old and generally in poor condition, as was the bathroom. There was damage to the living area ceiling, the external door from the rear room was poorly fitting and the external door from the living area, which was unused and appeared to be sealed shut, was in significant disrepair.

The Law

16. The law governing a determination is set out in section 14 of the Housing Act 1988 ('the 1988 Act'). In particular, the Tribunal is to determine the rent at which the property might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy, subject to disregards in relation to the nature of the tenancy (i.e. it being granted to a "sitting tenant") and any increase or reduction in the value due to the tenant's improvements or failure to comply with the terms of the tenancy.
17. In the absence of any evidence to the contrary, and as set out on pages 2, 3 and 4 of the previous tenancy agreement, the Tribunal has proceeded on the basis that the landlord is responsible for repairs to the structure, exterior and any installations pursuant to section 11 of the Landlord and Tenant Act 1985 and the tenant for interior decoration.

The Valuation

18. The Landlord asks that the rent be determined in line with local market rents for two-bedroom flats. The Tenant disputes that and says that the rent should be determined in line with the rental market for one-bedroom flats. The Tribunal finds that the property has an unconventional and inconvenient layout that would not appeal to most Tenant's seeking a two-bedroom flat. However, it has more accommodation that would traditionally be expected in a one-bedroom flat in the locality.
19. The Tribunal therefore considers the correct starting point to determine the market rent is rental levels for two-bedroom flats in the locality and

to adjust for the poor internal configuration, along with any improvements and disrepair.

20. Having carefully considered all the evidence the Tribunal considers that an achievable rent for a similar two-bedroomed property in a good marketable condition with reasonably modern kitchen and bathroom fittings, modern services with carpets curtains and white goods provided by the Landlord would be **£1,700** per month. This figure is based upon the comparable evidence provided by the Landlord and the Tribunal's professional judgement and experience in the Manor Park area.
21. From this level of rent we have made adjustments in relation to: the poor and difficult internal configuration, , very dated kitchen and bathroom fittings, defective window and external door, damage to the living area ceiling and the damp and mould in the bedrooms and bathroom which equates to the equivalent of approximately **20% (£340)**

Effective date

22. The Tenant made an application to the Tribunal under s14(7) of the 1988 Act. This provision allows the Tribunal to defer the date of increase to the date of determination if it appeared to the Tribunal that it would cause undue hardship to the tenant.
23. The Tenant's representative has stated that the tenant is 3 months in arrears with rental payments due to confusion with housing benefit payments which will hopefully be resolved in the near future. The Tribunal has considered this request and on the balance of the evidence provided concludes that there is insufficient substantiation to show such undue hardship.

Decision

24. The Tribunal therefore determined that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy in its current condition was **£1,360** per calendar month.
25. The Tribunal directs the new rent of **£1,360 per calendar month** to take effect on the **1 July 2024**. This, being the date set out in the Landlord's Notice of Increase.

Chairman: Duncan Jagger MRICS

Date: 29th October 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).