



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

Case Reference : **LON/00BJ/MNR/2024/0297**

**HMCTS code
(paper, video, audio)** : **P:PAPERREMOTE**

Property : **Flat 74, Albert Palace Mansions,
Lurline Gardens, London, SW11
4DQ**

Tenant : **Ms. C. Christodoulou**

Landlord : **Hurstway Investments Company
Ltd**

Type of Application : **Determination of a Market Rent
sections 13 & 14 of the Housing Act
1988**

Tribunal Members : **Judge Sarah McKeown
Mrs. A. Flynn MA MRICS**

**Date and venue of
Consideration** : **10 Alfred Place, London WC1E 7LR**

Date of Full Reasons : **11 November 2024**

Description of hearing

This has been a paper hearing which the parties are taken to have consented to, as explained below. A face-to-face hearing was not held because it was not practicable and all issues could be determined in a paper hearing. The form of remote hearing was P:PAPERREMOTE. The Tribunal's decision is below.

DECISION

The Tribunal determines a rent of £1,040 per calendar month with effect from 18 June 2024.

REASONS

The Background

1. The Applicant succeeded to her father's tenancy of the Property on or about 17 July 2000. Her father's tenancy commenced in about the mid-1950's. The property is a first-floor flat, with an entrance hallway, a double bedroom and a single bedroom, a bathroom, living room, kitchen and a small scullery space. There is no written tenancy agreement.
2. The application states that the Landlord is responsible for plumbing/sanitary appliances and hot water immersion system, the electrical DB and distribution (but not for lamp replacement), structural damage and the annual gas safety check. The tenant is responsible for painting, decorating and heating. It is said that there is lighting and cleaning of common staircase to the flats and entry phone to the common parts but that there is no separate charge for this.
3. On 23 April 2024, the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,320 per month in place of the existing rent of £900 per month to take effect from 18 June 2024.
4. On or about 13 May 2024, pursuant to s.13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
5. The Tenant has supported her application with photographs and a letter (and updated version) which states, among other things:
 - (a) There are defects to the Property which fall within the Landlord's repairing obligations. No works have been carried out for a considerable period;
 - (b) Most of the defects were present during the last rent assessment;
 - (c) None of the walls in the Property are straight, the doors and windows are not draught-proof and all of the windows have

broken sash cords, are ill-fitting and draughty and rattle noisily when the wind blows;

- (d) The Tenant does not believe that the Property is worth the amount of the current rent. She was told 13 years ago that the Property was unlettable, and its condition has worsened since. The Tenant has carried out some works;
- (e) The Landlord did send contractors to assess the issue with the sliding door that came away from the wall along with the hanging track and the kitchen sink and base unit which had rotted and partially collapsed at one end, leaving the unit sloping dramatically from one end to the other and it was unstable. Nothing further has been done;
- (f) Scullery – it is a tiny room, with a very old sink base unit, with the Tenant's own cooker. The sink leaks and is coming away from the wall and the base unit has rotted, along with the floorboards underneath. The wooden sink unit is broken and warped, the unit is propped up with a temporary piece of wood as the floorboards to one side has rotted. There is a wall panel where the tiles have almost all fallen off the wall, the few tiles that remain fixed are broken. All of the sash windows are stuck shut and the sash cords are broken, the windows are draughty. The vent does not work. There are holes around the communal pipework which cause a draught and unpleasant odours. There are a number of disconnected water pipes. The pantry gets condensation from the exposed cold-water pipes running across the ceiling which causes water to drip on to food. The wall surfaces are flaking and uneven in places and there is mould to the walls;
- (g) Kitchen/dining room – there is heating as the Tenant's family fitted a gas fire. The chimney needs sweeping. The Tenant has filled large gaps between the skirting and the walls. The door to the scullery is a sliding door which has come away from the wall, long with its old faulty runner gear and suspension track, making it inoperable, causing cold and draughts. The top sash window is stuck and some of the sash cords are broken and they are draughty. The ceiling plaster is bumpy and lumpy. The walls are uneven and cracked and the surface mounted wall pipes make it difficult to decorate. The floorboards are uneven and broken due to the poor quality of previous workmanship. There are no fitted cupboards to here or the scullery area save one corner cupboard – the remainder were provided by the Tenant. A gas safety inspection has condemned the chimney/flue. Some plaster has fallen away from the wall;
- (h) Bathroom – there is no side bath panels as they were removed years ago. The pipework and concrete floor are exposed. The bath

has chipped internal surfaces. The floor is uneven. The toilet sometimes leaks from the pipe at the back. The top sash window can only be opened a little and does not come down very far, making it draughty and cold. There is no heating. The water cylinder is very small and barely produces enough hot water. The water pressure is very poor. When the wash hand basin was replaced, the builders left exposed services and damaged plaster, there are holes in the wall which remain unfilled. The exposed underside of the bath reveals rough un-plastered brick walls. The ceiling and wall are uneven and have polystyrene tiles and are in a poor condition. The Tenant has carried out some works;

- (i) Hallway – the walls and ceiling are uneven and the paint is cracking. Some of the wallpaper is coming off and has taken some plaster with it. The Tenant repaired it herself. The entry-phone has broken plasterwork around it. The electric board and meter has local exposed cabling and holes. There is a gap around the front door and its frame which causes draughts. The frame is cracked and broken. The front door is not draught-proofed. The ceiling is uneven and has exposed copper pipework. The floorboards were cut and lifted in the past by the Landlord's contractors and poorly replaced with over one inch gaps and put back without fixing. This has worsened the unevenness and unsightliness and any linoleum flooring cracks;
- (j) Living room – there is heating to this room, as the Tenant's family fitted a gas fire. The Tenant has filled the large gaps between the skirting and the walls. The top sash window is stuck and some of the sash cords are broken. They are draughty and the windowsill is warped. The ceiling plaster is uneven and bulges and is lumpy in some places. The walls are uneven and cracked in places. Many years ago, the Landlord replaced some wiring and the floorboards were poorly replaced, some of them were split and damaged, leaving an uneven surface. The door does not always open when shut because of a broken wooden frame;
- (k) Large bedroom – the Tenant has re-plastered this herself following a leak some years ago. The top sash window is stuck shut and the sash cords are broken. The windows are draughty. There is no heating and the Tenant provides electric heating. The ceiling is uneven and "lumpy". The plaster came away over the window which the Tenant has tried to rectify. Some plaster recently fell away from the ceiling;
- (l) Small bedroom – the sash cords to the window are broken and the windows are draughty. The floorboards are broken and uneven with large gaps where they have been uplifted and poorly replaced in the past. There is no heating. The ceiling is in a poor state of repair, having been painted in the past by the Tenant. There was

a leak from no. 80 which came through to the Property and caused damage to the walls and ceiling adjacent to the bathroom wall;

(m) The communal stair windows are cleaned when required but are not draught proof. The ground floor shared entrance lock often gets stuck requiring the Tenant to wiggle the key to get in, which does not always work.

6. These matters have not been refuted by the Landlord, who has not provided any evidence.

The Law

7. The way in which the Tribunal is to determine a market rent in this circumstance is set out in Section 14 of the Housing Act 1988.

8. Section 14 of the Housing Act 1988 states:

(1) Where, under subsection (4)(a) of section 13 above, a tenant refers to the appropriate tribunal a notice under subsection (2) of that section, the appropriate tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the appropriate tribunal 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 the 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.
9. 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.
10. The rent takes effect from the date specified as the starting date of the rent in the notice unless the committee consider that this would cause undue hardship to the tenant, but in that case the rent start date would be no later than the date that the rent is determined.

Inspection

11. The Tribunal has not carried out an inspection of the Property as no inspection was requested.

Determination and Valuation

12. 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 today in the condition that is considered usual for such an open market letting.
13. Having consideration of our own expert, general knowledge of rental values in the area, we consider that the open market rent for the property in a good tenantable condition would be in the region of £2,600 per calendar month. From this level of rent, we have made adjustments in relation to the general state of repair of the Property.
14. The full valuation is shown below:

| | PCM |
|--|----------------|
| AST Market rent | £2,600 |
| Less deduction for state of repair 60% | <u>-£1,560</u> |
| | £1,040 |

Decision

15. The Tribunal therefore determined that the rent at which the subject property might reasonably be expected to be let in its current state in the open market by a willing Landlord under an assured tenancy was £1,040 per calendar month.
16. The Tribunal directed that the new rent of £1,040 per month to take effect on 18 June 2024, which is the date specified in the notice.

Name: Judge Sarah McKeown Date: 11 November 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).