



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

**Case Reference** : LON/00AS/MNR/2024/0368

**Hearing Type** : By Way of Written Representation

**Property** : 5 Exmouth Road, London, UB4 8LL

**Applicant** : Mr Faisa Mahamed (Tenant)

**Representative** : By way of written representation

**Respondent** : Mr R Singh (Landlord)

**Representative** : By way of written representation

**Type of Application** : Referral in Respect of Market Rent Under Section 13 of the Housing Act 1988

**Tribunal Members** : J. A. Naylor FRICS FIRPM  
Valuer Chairman  
  
Mr O Miller

**Date of Hearing** : 13 December 2024

**Date of Inspection** : 13 December 2024

**Date of Full Reasons** : 02 January 2025

**STATEMENT OF FULL REASONS ON AN APPLICATION FOR  
DETERMINATION OF A MARKET RENT UNDER S. 13 AND 14 OF THE  
HOUSING ACT 1988**

## **REASONS**

### **Background**

1. On 17 July 2024 the landlord served a Notice under Section 13(2) of the Housing Act 1988 proposing an increase in the rent of the above property from the passing rent of £1,600.00 per calendar month to £2,350.00 per calendar month.
2. On 19 July 2024 the tenant made an application to the Tribunal for the determination of a market rent.
3. The original tenancy was believed to have begun 24 January 2014.
4. The tenant occupies the property by way of an Assured Periodic Tenancy.
5. By way of a letter dated 17<sup>th</sup> September 2024 the Tribunal issued directions. These required the landlord to provide details of evidence on which they wished to rely by way of reply by 8<sup>th</sup> October 2024. The tenant was directed to do the same by 22<sup>nd</sup> October 2024 and the landlord was given until 29<sup>th</sup> October 2024 for their response thereto.
6. Both parties took the opportunity to make submissions.
7. In consideration of the Market rental value of the subject property, the Tribunal has taken into consideration all documentation before it, including various letters and the any reply forms returned by the parties.
8. By way of a letter, undated, the tenant states that there are a number of defects affecting the property including a leaking roof, damp in the box room to the front with evidence of mould, loose door hinges on old doors .They also advise that the boiler was inserted as a result of a grant that they obtained from the Local Authority and that this does not, therefore, belong to the landlord.
9. In the tenant's Reply form the tenants detailed the room sizes of the property. They confirmed that it has double glazing, central heating and carpeting although it is noted that the tenants state that the central heating boiler was replaced by the Local Authority. The tenants confirm that there is outside parking and a garden but otherwise repeats the points made and detailed in paragraph 10 above.

The tenants also state that the shower is unreliable and that they have had no response to requests to the landlord to negotiate the rent.

10. In the landlord's Reply form dated 29 October 2024 the landlord maintains that the tenant has replaced white goods without consent. He advises that there have been no reports of issues since 2022 and that he has only just been notified of the roof leak which is not associated with previous leaks to which the tenant refers. The landlord confirms that the issue was a slipped tile which is now rectified. The landlord confirms the various repairs that have been undertaken since 2012 including the installation of double glazing in 2014, a new boiler in 2015, a new kitchen in 2020, a new cooker in 2022, replacing a section of fence and hall, stair and landing carpet in the same year. The landlord emphasises the property's close proximity to park, schools, shops and transport links and provides three comparables as evidence, a property in Brentford Close, one in Roseville Road and one in Berwick Avenue. The landlord points out that there has been no increase in the rent for 5 years and also confirms that they have breakdown cover for the boiler and that they maintain it.
11. On 13<sup>th</sup> December 2024 , on the basis of paper submissions and without a hearing, the Tribunal determined the Market rent of the above property at £1932.00 per calendar month.

### **Inspection**

12. The Tribunal attended the property to undertake an inspection on 13 December 2024.
13. It was apparent that the property was originally constructed as a single residential dwelling and remains in the design and layout in which it was initially constructed.
14. The accommodation comprises:

Ground Floor – Entrance hall, through lounge, kitchen.  
First Floor – Landing, 3 bedrooms, bathroom, separate WC.  
Externally – Gardens front and rear.

It was noted by the Tribunal that on street parking is provided in close proximity to the property.

15. During the inspection, only the tenant was present.
16. On arrival the Tribunal notified the parties that they should be provided with access to all possible areas of the property but that she could not provide any additional evidence nor engage in conversation about the property nor the rental value thereof.

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17. All rooms were accessible.
18. During the inspection the Tribunal noted that the property is a typical 1960s cross wall construction property with a concrete tiled roof and double glazing.

Internally, it was apparent that the electrics are old with surface mounted sockets and few of these in number. The decorative condition was good.

The boiler was inspected and was found to be fairly new but the remaining of the central heating installation (radiators) appear original and are single panel.

The bathroom remained a 1960s original bathroom with a chipped enamel bath and antiquated units. The kitchen has been modernised more recently and is in reasonable condition.

### **The Law**

19. When determining a market rent in accordance with the Housing Act 1988 Section 13 regard must be had to all of the circumstances (other than personal circumstances) including the age, location and state of repair of the property, matters contained within the rent, repairing obligations, etc. This means that issues such as the tenant's ability to pay the rent or bills associated with the property are not a consideration for the tribunal in assessing the rent.

### **Valuation**

20. Following consideration of the written and photographic submissions given by both parties and taking into account the Tribunal's inspection and using its own knowledge and experience of the rental market the Tribunal finds that the market rental value of the property, if it was in good condition, would be £2,300.00 per month.
21. Taking into account the lack of modernisation and the general disrepair, the Tribunal considers it necessary to adjust that market rental value to reflect specifically the following:
  - i) Central heating is in effect provided by the tenants.
  - ii) There is inadequate electrical installation by modern standards.
  - iii) The bathroom is inadequate by modern standards.
  - iv) There is some evidence of condensation and mould growth within the property.

22. Taking these and other more general factors into consideration, the Tribunal finds that it is necessary to make a 16% deduction in the market rental value of the property to reflect its condition and lack of modernisation.

**Valuation Calculation**

23. Open market rent	£2,300.00 per month
Deduction for adjustments detailed above 16% =	£ 368.00 per month
<b>Adjusted rent</b>	<b>£1932.00 per Month</b>

The Tribunal therefore determines that the market rental value of the property should be set at a figure of £1932.00 per calendar month.

**Chairman:** J. A. Naylor FRICS FIRPM

**Valuer Chairman**

**Date: 02 January 2025.**

### **ANNEX OF RIGHTS FOR MARKET RENTS**

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 might 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 this 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).