



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

Case Reference : **LON/00AW/F77/2024/0645**

Property : **59C Stanhope Gardens, London, SW7
5RF**

Tenant : **Mrs Carla Dumbleton**

Landlord : **Grainger PLC**

Date of Objection : **13 September 2024**

Type of Application : **Section 70, Rent Act 1977**

Tribunal members : **Mrs E Ratcliff MRICS
Judge N Carr**

Date & Venue : **29 November 2024
10 Alfred Place, London WC1E 7LR**

Date of decision : **20 December 2024**

DECISION

The sum of £1,344 per calendar month will be registered as the fair rent with effect from 20 December 2024, being the date the Tribunal made the Decision.

REASONS

Background

1. The Landlord applied to the Rent Officer for registration of a fair rent of £1,591.20 per calendar month in relation to 59C Stanhope Gardens, London, SW7 5RF, the subject property. The rent payable at the time was £1,326 per calendar month.
2. On 5 September 2024, the Rent Officer registered a fair rent of £1,395 per calendar month, with effect from 19 October 2024.
3. By email dated 13 September 2024, the Landlord objected to the rent registered by the Rent Officer and the matter was referred to the Tribunal on 17 September 2024.
4. The Tribunal issued Directions, dated 20 October 2024, setting out a timetable for submissions and return of Reply forms. The Tenant replied that they were content with the matter being determined on papers and an inspection, and made submissions relating to the condition and tenant's improvements. The Landlord did not respond. The Tribunal is aware of other cases in which the individual, whose email was used to deliver the Tribunal's directions in this case, has responded to the Tribunal on behalf of the Landlord and is therefore satisfied that the proceedings ought to have come to the attention of the Landlord.

Inspection and property

5. The Tribunal carried out an inspection of the property on 29 November 2024. They found that the property is a first floor flat in what appears to be in a converted period townhouse. Access is via a communal front door with entry phone system. At the time of inspection, the communal hall, stairs and landing were being redecorated.
6. The flat comprises an internal entrance hall, living room open from the hall, separate kitchen, one bedroom and bathroom. The ceilings in the main living space are particularly high, perhaps in the region of 12 feet. There is a large single glazed window to the bedroom and a floor to ceiling bay with single glazed windows in the living room. Windows from both rooms would potentially provide access to a small balcony to the front of the building, although not all window sashes open, some appearing to have been painted over, particularly the bedroom window.
7. The living room and bedroom appear to have been created by dividing a large room. The living room has a gas coal-effect basket fitted by the Tenant. The bedroom is narrow with a fitted double wardrobe provided by the Tenant.

The kitchen was dated and a little tired, it had been fitted by the Tenant at the start of their tenancy in c 1975.

8. Generally, the Tenant has kept the flat in reasonable decorative order. However, there is no central heating or double glazing, evidence of a leak to the kitchen ceiling, and the kitchen and bathroom would benefit from refitting to meet modern expectations in this location but, in any case, appear to have largely been, if not completely, provided by the Tenant. Carpets, curtains and white goods were also all provided by the Tenant.

Evidence

9. The Tribunal has considered the Tenant's written submissions, which explain that the property suffers from disrepair in that the front door and windows do not fit properly and are therefore drafty, the living room ceiling is cracked, and the kitchen plumbing needs to be 'fixed' as it does not work as it should, with the pipework running above a false kitchen ceiling.

10. The Tenant took up occupation in 1975 and at the time, the flat was an unfitted 'shell', as a result the Tenant has carried out an extensive list of improvements including providing floor coverings, electrical wiring, fitted cupboards and bookshelves throughout, heating in hall and gas fire to living room, cupboards and vanity unit in bathroom, cupboards and white goods in the kitchen and boiler. The Tenant also asserts that they have carried out any necessary repairs over the last 24 years at their own expense.

11. The Tribunal received no written submissions from the Landlord, but the Tribunal has considered the Landlord's application to register the rent, made to the Rent Officer. In the application, the Landlord described the flat as a first floor self-contained converted flat with two rooms, kitchen, bathroom and no central heating. The property is unfurnished, and no services are included in the rent. The Landlord is responsible for repairs and external decoration and the Tenant for internal decoration.

The Law

12. The law is found in Schedule 11, Part 1, paragraph 9(1) to the Rent Act 1977, section 70 of the Rent Act 1977, and The Rent Acts (Maximum Fair Rent) Order 1999, which in so far as is relevant in this case, provides:

Schedule 11, Part 1, Rent Act 1977

Applications for Registration of Rent

9(1) The appropriate tribunal shall—

- (a) if it appears to them that the rent registered or confirmed by the rent officer is a fair rent, confirm that rent;
- (b) if it does not appear to them that that rent is a fair rent, determine a fair rent for the dwelling house.

Section 70, Rent Act 1977

Determination of fair rent.

(1) In determining, for the purposes of this Part of this Act, what rent is or would be a fair rent under a regulated tenancy of a dwelling-house, regard shall be had to all the circumstances (other than personal circumstances) and in particular to—

- (a) the age, character, locality and state of repair of the dwelling-house,*
- (b) if any furniture is provided for use under the tenancy, the quantity, quality and condition of the furniture, and*
- (c) any premium, or sum in the nature of a premium, which has been or may be lawfully required or received on the grant, renewal, continuance or assignment of the tenancy.*

(2) For the purposes of the determination it shall be assumed that the number of persons seeking to become tenants of similar dwelling-houses in the locality on the terms (other than those relating to rent) of the regulated tenancy is not substantially greater than the number of such dwelling-houses in the locality which are available for letting on such terms.

(3) There shall be disregarded—

- (a) any disrepair or other defect attributable to a failure by the tenant under the regulated tenancy or any predecessor in title of his to comply with any terms thereof;*
- (b) any improvement carried out, otherwise than in pursuance of the terms of the tenancy, by the tenant under the regulated tenancy or any predecessor in title of his;*
- (c)(d).....*

(e) if any furniture is provided for use under the regulated tenancy, any improvement to the furniture by the tenant under the regulated tenancy or any predecessor in title of his or, as the case may be, any deterioration in the condition of the furniture due to any ill-treatment by the tenant, any person residing or lodging with him, or any sub-tenant of his.

The Rent Acts (Maximum Fair Rent) Order 1999

2 (1) Where this article applies, the amount to be registered as the rent of the dwelling-house under Part IV shall not, subject to paragraph (5), exceed the maximum fair rent calculated in accordance with the formula set out in paragraph (2).

13. *Spath Holme Ltd v Chairman of the Greater Manchester and Lancashire Rent Assessment Committee (No1) (1995) 28 HLR 107 and Curtis v London Rent Assessment Committee [1999] QB 92* confirm that a fair rent is the market rent for the property discounted for “scarcity” (Rent Act 1977, s70(2)) and, for the purposes of determining the market rent, assured tenancy (market rents) are usually appropriate comparables. Although, adjusted where necessary to reflect any differences between the comparables and the subject property, which will include tenancy terms where appropriate.

Determination and Valuation

14. No rental evidence was provided by either party and therefore, the Tribunal has relied solely on their own expertise and general knowledge of rental values in the area and considers that the open market rent for this property in a reasonable condition and to the standard expected in this location would be in the region of **£2,800 per calendar month**. This has regard to the age and character of the property, and that it is unfurnished.

15. From this level of rent the Tribunal has considered the tenant’s representations, and their observations from the inspection, and made adjustments particularly in relation to lack of central heating, carpets, curtains, white goods, fitted kitchen and for the general condition as described above. The Tribunal has also adjusted for the Tenant’s decorating liability, which would not be considered usual in the modern letting market.

16. The Tribunal then made an adjustment for scarcity using their own general knowledge and expertise. The Tribunal considers that in the wider

geographical area there is an imbalance of supply and demand impacting on rental values and has, therefore, made a reduction of 20% for scarcity.

17. The full valuation is shown below:

Market Rent		per calendar month £2,800
<i>Less</i>		
Tenant's decorating liability)	
Unfitted shell (lack of kitchen fittings etc.) approx.	
No central heating) 40%	
No carpets and curtains)	
Ill-fitting single glazed windows)	
General repair (including crack/ damage from leaks))	
		<u>£1,120</u>
		£1,680
<i>Less</i>		
Scarcity	approx. 20%	<u>£ 336</u>
		£1,344

18. The Tribunal therefore determines a rent of £1,344 per calendar month.

Decision

19. The uncapped fair rent initially determined by the Tribunal, for the purposes of section 70, was £1,344 per calendar month. The capped rent for the property according to the provisions of the Rent Acts (Maximum Fair Rent) Order 1999 is calculated at **£1,567.50 per calendar month**. The calculation of the capped rent is shown on the decision form. In this case the lower rent of **£1,344 per calendar month** is to be registered as the fair rent or this property.

Chairman: Mrs E Ratcliff MRICS **Date:** 20 December 2024

APPEAL PROVISIONS

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 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>

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. **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.**

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