



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

Case Reference : **LON/00BH/MNR/2024/0302**

Property : **24 Lyndhurst Road, London, E4 9JU**

Tenant : **Mr Alexander Tweedie**

Landlord : **Mrs Yi Xu**

Date of application : **28 May 2024**

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

Tribunal : **Tribunal Judge Ian Mohair
Mr K Ridgeway MRICS**

Date of Decision : **13 December 2024**

**Date of Extended
Reasons** : **13 December 2024**

DECISION

The Tribunal determines a rent of £2,450 per calendar month with effect from 1 May 2024.

EXTENDED REASONS

Background

1. The tenant was initially granted an assured shorthold tenancy of 24 Lyndhurst Road, London, E4 9JU (“the property”) commencing from 1 October 2019 for a fixed term of 12 months at a rent of £1,900 per month. The tenancy was renewed on 1 October 2020 for a further term of 12 months and the rent was increased to £2,300. Upon expiry of the fixed term, a monthly statutory periodic tenancy arose and the tenant held over on the same terms.
2. On or about 27 March 2024 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £2,700 per month in place of the existing rent of £2,300 per month to take effect from 1 May 2024.
3. On or about 28 May 2024 under Section 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.

Hearing

4. An oral hearing took place on 13 December 2024. The tenant appeared in person and was represented by Mr Barton from Safer Renting. The landlord appeared in person.
5. As directed, the landlord had filed extensive and detailed written submissions in relation to the determination of the rent, which had been considered by the Tribunal. Mr Barton, on behalf of the tenant, attempted to hand up a file of evidence to the Tribunal. However, he conceded that it had not been served on the landlord and, therefore, it was not admitted in evidence.
6. Mr Barton said that the property suffered from disrepair with mould behind the fridge, rising damp, cracking to the walls, the fact that the shed in the garden was now in a dangerous condition and was unusable and there had been a historic leak from the roof. He submitted, therefore, that there should be no increase in the current rent of £2,300 per month.
7. The landlord said that the property had been treated with a damp proof course before the tenancy had commenced and had a 20 year guarantee. She asserted that if the property suffered from disrepair it was the result of damage caused by the tenant. She pointed out that she had obtained a judgement against the tenant in the County Court on 23 September 2024 for the sum of £750 in respect of damage he had caused to the property. She submitted that the rent increase sought was still low for the property.

Inspection

8. The Tribunal later inspected the property on 13 December 2024. It is a brick three storey mid-terrace house having been extended into the roof space, situated in a quiet residential street with no off road parking. Upvc double glazing is fitted to the front and rear of the house. The accommodation is comprised of: Ground floor, kitchen and living room/dining area. First floor, three bedrooms and a bath and wc. Third floor, bedroom, box room/bedroom. Outside is a garden, largely set to grass. To the rear is a brick shed, which is in a semi derelict condition. It would appear that the rear wall has subsided leaving a gap between it and the roof. Also, at the front, the timber door is in poor condition with rot and the brick work is in poor order.

Determination and Valuation

9. The landlord had submitted some rental evidence in her bundle and having consideration of our own expert, general knowledge of rental values in the area of Walthamstow/South Chingford, we consider that the open market rent for the property would be in the region of £2,650 per calendar month. This was then adjusted to reflect the factors discussed in the next paragraph.
10. The property appears to be in overall good condition and with the benefit of double glazing, central heating and modernised modern fixtures and fittings. However, the Tribunal found that the garden shed is in a bad structural condition and can only be used for storage, as the tenant currently does. In addition, there was minor damp in the kitchen, some spotlights do not appear to work and the property suffered from a loss of amenity by the restricted off street parking. The total deductions applied by the Tribunal in respect of these matters was £200.
11. The Tribunal was satisfied that the minor repairs and maintenance carried out by the tenant was no more than this and did not amount to improvements. Therefore, no further deduction was made by the Tribunal for this.

Decision

12. Accordingly, 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 was £2,450 per calendar month.
9. The Tribunal directs the new rent of £2,450 per calendar month to take effect from 1 May 2024, this being the date as set out in the Landlord's Notice of Increase. The Tribunal was satisfied that a starting date of that specified in the Landlord's notice would not cause the tenant undue hardship and there was no evidence of this before us.

Judge: Mr I Mohabir

**Date: 13 December
2024**

APPEAL PROVISIONS

These extended reasons are provided to give the parties an indication as to how the Tribunal made its decision. Any application for permission to appeal should be made on Form RP PTA.