



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

**Case reference** : **LON/00AN/MNR/2024/0605**

**Property** : **Flat 2, 30A Dunraven Road, London,  
W12 7QZ**

**Applicant** : **Mr Philip Jones**

**Representative** : **In Person**

**Respondent** : **Mr Patrick O’Sullivan**

**Representative** : **Ms. Kinga Sokoli, Redmade Ltd  
Mr. Ruel Patel, Winkworth**

**Date of application** : **7 August 2024**

**Type of application** : **Determination of the market rent under  
s.14 of the Housing Act 1988**

**Tribunal members** : **Mr I B Holdsworth FRICS  
RICS Registered Valuer  
Mr Clifford Pirroux JP**

**Venue** : **10 Alfred Place, London WC1E 7LR**

**Date of decision** : **13 December 2024**

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**DECISION**

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**The Tribunal determines a rent of £ per calendar month with effect  
from 13 December 2024.**

## **Background**

- 1 The tenant made an application to Tribunal on 7 August 2024 seeking a determination of the rent under s.14 of the Housing Act. The rent passing at the date of the application was £1,257.67 per month and the proposed new rent for the property was £1,650 per month.
- 2 The tenancy is an assured shorthold tenancy which commenced on 12 February 2024.
- 3 The Tribunal received written representations from the tenant and the landlord.

## **The property**

- 4 The property is a one bedroomed flat in a purpose built two storey dwelling built during the late nineteenth century. The flat is surrounded by properties of a similar style and age.
- 5 The first floor flat comprises kitchen/dining room/lounge, bedroom one, bathroom/WC.
- 6 The flat has all mains services including a gas fired central heating boiler.

## **Hearing**

- 7 A hearing was held on 13 December 2024. The tenant, Mr Jones attended together with Mr Ruel Patel, an estate agent from the letting agents, Winkworth and Ms Kinga Sokoli from Redmade Limited. Mr Patel and Ms Sokoli represented the Landlord.
- 8 Mr Jones explained the property has suffered from internal dampness. An inspection by the local Authority and a surveyor appointed by the Landlord identified the cause as excessive condensation. Passive air vents were subsequently installed. He said some internal wall surface dampness remains. No other defects were reported, and he confirmed he had not undertaken any improvements during his tenancy.
- 9 The parties submitted the same basket of comparable rental lettings as a basis for their rental valuations of the property. Mr Jones argued for a rent £1,450 per month while Mr Patel said £1,700 was the current market rent. The Tribunal were encouraged by both parties to place weight on the recently let property 28a Dunraven Road, which was claimed is a close match to the subject and was let on 17 February 2024 at £1,650 per month fully furnished.

## **Inspection**

- 10 The Tribunal inspected the premises in conjunction with the tenant.

- 11 The inspection revealed a dwelling with isolated patches of dampness to the wall surfaces of the lounge and bathroom/Wc. The external brickwork and mortar joints to the external front elevation had failed in parts. These defects may contribute to penetrating internal dampness.
- 12 The inspection revealed a solid brickwork construction dating from the late nineteenth century. This type of construction often has poor thermal efficiency and it is rated D on the energy efficiency rating submitted. The cold surfaces caused by poor thermal efficiency are typically associated with surface condensation like that found at the subject dwelling. The Tribunal noted a problem of condensation at an adjacent ground floor flat with excessive dampness visible to the internal window glazing panes.
- 13 There were dated kitchen and bathroom fittings. No other defects material to the rental valuation were identified at inspection.
- 14 The tribunal is told the flat is let partly furnished, with some furniture being provided by the tenant.

### **Written submissions**

- 15 The landlord's representative in written submissions, emphasised the extent of recent works undertaken to the property. Mr Patel for Winkworths also provided details of rental comparable evidence from 5 recent lettings of one bedroomed flats. It was claimed these properties offered similar accommodation and were situated within 1/2 mile of the subject premises.
- 16 The tenant submitted details of the minor dilapidations to the property and details of comparable property lettings.

### **The law**

- 17 The Tribunal must first determine that the tenants notice under section 13(4) satisfied the requirements of that section and was validly served.
- 18 The Housing Act 1988 s.14 requires the Tribunal to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
- 19 In so doing the Tribunal is required by section 14(1), to ignore the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.
- 20 A copy of the relevant legislation is at Appendix A.

### **Valuation**

- 21 The Tribunal has had regard to any relevant rental evidence supplied by the landlord and tenant, together with the Tribunal's own knowledge and experience of rental levels in and around the locality of the property.

- 22 The Tribunal gave the most weight to the rent achieved at the letting at 28a Dunraven Road. Following the guidance given by Mr Patel, the remainder of the rental property comparables were taken to confirm the tone of rents in the locality.
- 23 The Tribunal did adjust the achieved rents for any differences in gross internal areas and external space, including balcony areas in review of submitted evidence. The subject flat has a small footprint of useable space estimated at less than 350ft<sup>2</sup>.
- 24 On this basis, it was their opinion that if the flat were in the same condition and managed to the same standard as those available to let on the open market the rental value would be **£1,550 per month**. The Tribunal note their opinion of the market rental for the property varied from that offered by the landlord and his letting agents. The Tribunal opinion of rental value was reached after careful review of the submitted comparable evidence together with the use of their own local knowledge and experience of similar property.
- 25 The property exhibits some minor dilapidation. It is acknowledged that the property is partly furnished by the tenant. The adjustments made from market rent to reflect the minor dilapidation is shown in table 1 below.

Flat 2, 30 Dunraven, W12 7QZ				
Market rent calculation in accordance with Housing Act 1988 Section 13				
Market rent		£1,550.00	per month	
<b>Disregards</b>			Deduction per month	Deduction as %
None				
<b>Dilapidations/Material rental matters</b>				
Isolated penetrating dampness to lounge			£77.50	5.00%
	Adjustment total		£77.50	5.00%
Adjusted Market Rent			<u>£1,472.50</u>	per month

- 26 After careful consideration, the Tribunal determined that a deduction from market rent of 5% was appropriate and reasonable to reflect the minor dilapidation at the property. The Tribunal are cognisant of the contribution made by the landlord through the provision of most carpets, curtains, white goods, soft furnishings, and some recent repairs to the property to remedy minor defects.

## Decision

- 27 The Tribunal first determined that the rent Notice under s.14 satisfied the requirements of that section and was served in time.
- 28 In coming to its decision to the rent the Tribunal applied the relevant law appended at Appendix A.
- 29 The decision of this Tribunal has regard for the evidence provided in the written submissions of the parties and that gathered at the inspection of the premises.
- 30 After careful consideration the Tribunal determine that a rent of **£1,472.50 per month** is appropriate for this dwelling in present condition.
- 31 The Tribunal directed the new rent of £1,472.50 to take effect on **13 December 2024**. The Tribunal was satisfied that a starting date of that specified in the Landlord's notice would cause the tenant undue hardship. The Applicant had confirmed to Tribunal by written submission that he is in receipt of Universal Credit payments.

**Name:** Ian Holdsworth      **Date of** 16 December 2024  
Valuer Chairman      **reasons:**

## **Appendix A**

### **Housing Act 1988**

#### 14 Determination of rent, by rent assessment committee.

- (1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee 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 deciding 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 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 service of the notice; and
  - (b) that, always 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.
- (4) In this section 'rent' does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements.