



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

Case Reference : **LON/00AN/F77/2024/0628**

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

Property : **35C Vera Road, London, SW6 6QP**

Applicant : **Mr Jeremy Hume (Tenant)**

Respondent : **Tide Property Assets Ltd replacing the Executors of
Mrs Ivy Zigman's Estate (Landlord)**

Type of Application : **Referral of a Registration of Fair Rent under the
Rent Act 1977**

Tribunal Member : **Mr J A Naylor FRICS, FIRPM
Valuer Chairman**

Mr J Francis

Date of Decision : **28th January 2025**

FULL REASONS

REASONS

Background

1. On 22 May 2024 the previous landlord sent an RR1 application for rent registration of a fair rent to the Rent Officer. The previous rent was determined by the Rent Officer on 10th February 2022 at £1547.00 per month.
2. On 4th July 2024 the Rent Officer registered a fair rent of £1698.67 per month effective from 4th July 2025.
3. Original Directions were issued on 17 October 2024. However, following a change of ownership to Tide Property Assets on 14 November 2024, the Tribunal issued directions to the parties requiring them to produce any evidence on which they wish to rely in support of their respective cases including by use of a reply form. The matter was set down for determination on the papers unless either party requested a hearing which neither did. The landlord was directed to return the reply form with any documents upon which it wished to rely by 28 November 2024. The tenant was directed to do likewise by 12 December 2024 with the landlord given further opportunity to respond by 19 December 2024.
4. Both parties took the opportunity to make submissions.
5. In consideration of the fair rental value of the subject property, the Tribunal has taken into consideration all documentation before it including various letters and the reply forms returned by the parties.
6. In particular, the tenant points out that he has difficulty with an ill-fitting door to the roof terrace and states that in general terms he believes that the increase is too large.
7. In the tenant's Reply form the tenant confirms that he requires neither a hearing nor an inspection. He details room sizes and confirms that there is central heating stating that this has been installed by him. He says that the property does suffer from roof leaks and is generally damp with outbreaks of mould.
8. In the landlord's Reply form Jason Antill of Tide Property Assets provides a considerable amount of information.

9. He details the individual room sizes within the property and says that the landlord has provided central heating. In the accommodation details he states that there is a parking permit and provides details of the size of the roof terrace.
10. The landlord states that the rent should increase to £3,000.00 per calendar month and provides details of properties available on the internet suggesting that there are 740 within a 1 mile radius thus eliminating the need for a deduction on the grounds of scarcity
11. The landlord states that the maximum fair rent does not apply as this is not the first application since 1973 and that they can demonstrate that a considerable number of improvements have been undertaken to the property since the last registration that they believe would increase the rent by a figure exceeding 15% .
12. In support of their application, the landlord provides details of comparable evidence; namely properties in Coathill Lane, Brentford Avenue, Rostrevor Mews and Hestercombe Avenue providing details of rent, accommodation and floor area.
13. By way of corroborating the value of improvements, the landlord confirms that since February 2022, the master bedroom has been decorated, a new door has been fitted to the roof terrace (double glazed and PVC replacing the original). That repairs to the roof have been undertaken, and a leaking pipe and repairs to the kitchen ceiling have been completed and that the cost of these was £7,728.00 including fees. In addition, the landlord states that £26,249.06 has been spent on external decoration.
14. With regards to the Lease of the property, the landlord states that he believes the property to be a shorthold tenancy and that there is no obligation on the tenant to undertake internal decoration. He states that he currently pays a service charge of £800.00 per annum but provided no evidence of this nor of the basis on which it is incurred .
15. Lastly, the landlord details the advantages of position and transportation links for a property situated where the subject property is within Fulham.
16. On 13 January 2025, on the basis of paper submissions and without a hearing, the Tribunal determined the fair rent of the above property at £ 1612.40 per month.

The Law

17. When determining a fair rent the Tribunal in accordance with the Rent Act 1977 Section 70, had regard to all the circumstances (other than personal circumstances) including the age, location and state of repair of the property. Section 70 is set out in the Appendix below.
18. In *Spathholme Limited vs Chairman of the Greater Manchester, etc. Tribunal* (1995) 24HLR 107 and *Curtis vs London Rent Assessment Tribunal* (1999) QB92 the Court of Appeal emphasised that ordinarily a fair rent is the market rent for the property discounted for “scarcity” (i.e. that element of any of the market rent that is attributable to there being a significant shortage of similar properties in the wider locality available for letting on similar terms – other than as to rent – to that of the regulated tenancy) and that for the purpose of determining market rent, assured tenancy (market) rents are usually appropriate comparables (these rents may have to be adjusted where necessary to reflect any relevant differences between those comparables and the subject property).

The Property

19. From Google Maps and information included on the rent register as well as information provided by the parties, the Tribunal were able to determine the following:

The property comprises a self-contained purpose built flat believed to have originally been constructed circa 1900 and subsequently converted.

From the Rent Register the flat is understood to comprise:

Five rooms, kitchen , bathroom,WC. The property is also believed to benefit from a roof terrace.

The property is in a busy and popular location within central London well placed for transport and shopping facilities.

Valuation

20. From *Spathholme Limited vs Chairman of the Greater Manchester etc. Tribunal*, other registered rents are not relevant as a starting point because they are not market rents.
21. In this particular case the Tribunal has had to consider a number of specific points in reaching its valuation of the subject property.
22. First, there is the issue of central heating. The tenant states that the property does have central heating, but that it was installed by him. There is also evidence that the landlord has recently replaced the boiler however. In this regard, the Tribunal values the property as being centrally heated but only attributing some of the central heating's value to the rental value of the flat as it is the Tribunal's conclusion that while the landlord may have replaced the boiler recently, the full installation is not a landlord's fixture.
23. The issue of the replacement boiler, and the presence of central heating within the flat is, taken into consideration in calculating the rent applied to the property.
24. Next, the Tribunal has had to consider whether or not it believes that the improvements, detailed in the landlord's Reply, add 15% to the flat's value.
25. The landlord confirms that since February 2022, the master bedroom has been decorated, a new door has been fitted to the roof terrace (double glazed and PVC replacing the original). That repairs to the roof have been undertaken, and a leaking pipe and repairs to the kitchen ceiling have been completed and that the cost of these was £7,728.00 including fees. In addition, the landlord states that £26,249.06 has been spent on external decoration.
26. Each of these has been considered by the Tribunal and with the possible exception of the door to the roof all are considered to be repairs and maintenance as opposed to improvements. In the circumstances the Tribunal is not of the opinion that the landlord has undertaken improvements to the property that exceed 15% of the value of the flat since the last registration.

27. In respect of internal redecoration and repairing liability y having examined the tenancy agreement dated 23rd July 1973 originally between Christopher Johnstone and Jeremy Hume the Tribunal is of the opinion that the tenant does not have a decorating or repairing liability fo the flat itself . The landlord is, therefore, deemed to have responsibility to decorate and repair internally and this is taken into consideration in the rent assessment.
28. Finally the landlord states that the maximum fair rent provisions do not apply as it is not the first application since 1973.
29. This is an incorrect interpretation of the Law by the landlord and the Tribunal sees no reason why the maximum fair rent should not apply .
30. Finally, the Tribunal has taken into consideration the comparable evidence detailed above, their location in relation to the subject property and their overall size.

The Tribunal must first determine the market rent for the property of this size, in this location and in its current condition. It must also disregard the personal circumstances of either party. The Tribunal notes that the Rent Officer adopted a starting point of £3,250.00 per month. Using its own general knowledge of the Greater London property market, the Tribunal disagrees with the Rent Officer and considers that the market rent for the property of this size and in this location, in good condition, with the usual white goods, carpets and decorated to a good condition would be £2,900 per month .

31. Lastly the Tribunal is mindful of the fact that there are differences in the condition of the subject property and property that is available to let on the market.
32. The Tribunal therefore made the following deductions from the market rent of £2,900.00 per month to reflect those differences:

Market rent (per month)	£2,900.00
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Less deductions for:

- A central heating installation partially paid for by the tenant
- Small/ dated kitchen
- Dated bathroom.

- Old limited electrical installation
- Poor external decoration
- Poor decorative condition to common parts

Less 30.5% = £884.50

Adjusted rent £2015.50

33. The Tribunal found that there was substantial scarcity in the locality of Greater London, having taken judicial notice of long housing association and local authority waiting lists in Greater London. It therefore made a deduction in respect of scarcity of 20% (£403.10 per month) from the adjusted market rent to reflect this element. **This left a final rental figure of £1612.40 per month.**
34. The Tribunal is then required to apply the Rent Act (Maximum Fair Rent) Order 1999. The calculation was included on the decision sheet and produced a maximum fair rent of £1965.00 per annum.
35. The Tribunal must register the lower of the adjusted market rent or maximum fair rent as the fair rent for the property. In this instance the maximum fair rent produces a higher figure, and the Tribunal therefore registered the rent at £1612.40 per annum with effect from 28th January 2025 being the date of the Tribunal decision.

Name: Mr J A Naylor FRICS, FIRPM

Date: 28th January 2025

ANNEX – RIGHTS OF APPEAL

The Tribunal is required to set out rights of appeal against its Decision by virtue of the Rule 36(2)(c) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and these are set out below:

If a party wishes to appeal against 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.

APPENDIX

Rent Act 1977

Section 70 Determination of Fair Rent

- (1) In determining, for the purpose of this part of this Act, what rent is or would be a fair rent under a regulated tenancy of a dwellinghouse, 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 dwellinghouse...
 - (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 purpose 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) 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 theirs 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 them, or any sub-tenant of theirs.
 - (d) In any case where under Part 1 of the Local Government Finance Act 1992 the landlord or a superior landlord is liable to pay Council Tax in respect of a hereditament (“*the relevant hereditament*”) of which the dwelling-house forms part, regard shall also be had to the amount of Council Tax which, as at the date on which the application to the rent officer was made, was set by the billing authority –
 - (a) for the financial year in which that application was made, and
 - (b) for the category of dwelling within which the relevant hereditament fell on that date,

but any discount or other reduction affecting the amount of Council Tax payable shall be disregarded.

In subsection (3d) above –

“*hereditament*” means a dwelling within the meaning of Part 1 of the Local Government Finance Act 1992.

“*billing authority*” has the same meaning as in that part of the Act, and

“*category of dwellings*” has the same meaning as in Section 30(1) and (2) of that Act.]

“*improvement*” includes the replacement of any fixture or fitting.

“*premium*” has the same meaning as in part IX of this Act and “*sum in the nature of a premium*” means –

- (i) any such loan as is mentioned in Section 119 or 120 of this Act,
- (ii) any such excess over the reasonable price of furniture as is mentioned in Section 123 of this Act, and
- (iii) any such advance payment or rent as is mentioned in Section 126 of this Act.

(4)