



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

**Case Reference** : LON/00BK/MNR/2024/0666

**Property** : Flat, 4 Dibdin House, Maida Vale,  
London, W9 1QE

**Tenant** : Mrs S Rowlings

**Representative** : Ms Polly Robertson, Chair of Dibdin  
House Residents' Association

**Respondent** : Grainger Invest No. 1 LLP

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

**Tribunal Members** : Mrs Ratcliff MRICS  
Ms Flynn MA MRICS

**Date and Venue of  
Hearing** : 14 January 2025 at 10, Alfred Place,  
London, WC1E 7LR

**Date of Decision** : 3 February 2025

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**DECISION**

**The Tribunal determines a rent of £1,505 per calendar month with effect from 1 November 2024.**

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## **REASONS**

### **Background**

1. On 4 September 2024 the Landlord served a notice under Section 13(2) of the Housing Act 1988 in relation to Flat, 4 Dibdin House, Maida Vale, London, W9 1QE (the subject property). The notice proposed a new rent of £1,693.63 per calendar month in place of the existing rent of £1,534.50 per calendar month to take effect from 1 November 2024.
2. On 2 October 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.

### **The Property**

3. The property is a two-bedroomed first floor flat in a substantial five-storey purpose-built block of flats, probably constructed in the 1930s. The flat is reached via a communal door and staircase. There is no lift.
4. The property comprises a living room, kitchen, two bedrooms and a bathroom with WC. Access to the second, smaller bedroom is via the living room. There is central heating and double glazing.

### **Hearing and evidence**

5. A hearing was held on 14 January 2025 at 10 Alfred Place, London, WC1E 7LR. The Tenant, Mrs Rowlings, attended, along with Ms Robertson, Chair of Dibdin House Residents' Association, who spoke on behalf of Mrs Rowlings. The Landlord did not attend.
6. The Tribunal also received written representations from both the Tenant and the Landlord.
7. The Tenant explained that Dibdin House had been built in 1939 and then been occupied by families whose homes had been bombed during the second world war. Later the buildings were sold by the Church Commissioners to a private landlord.
8. The Tenant had occupied her flat since 1991, having taken it 'as seen'. The Tenant described the flat as a 'shell' that had not benefitted from any improvements or fixtures before they took up occupation. Since taking up occupation, at their own expense and over time, the Tenant had installed bathroom and kitchen fittings, including white goods and appliances, replaced internal doors and tiling, fitted curtains and carpets and decorated throughout. The Tenant described the work as necessary to make the property liveable.

9. The Tenant also referred to a crack in the living room wall, as well as needing to manage damp and mould throughout with the help of their own dehumidifiers in all rooms. Previously there had been ongoing significant issues with the boiler, which was now been resolved.
10. It was also explained that the communal stairs were bare concrete and that, since the garden layout had been changed, the bin storage area suffered from vermin, resulting in refuse bags being torn open. The Tenant also referred to the impact of noise from being close to two local schools and the main road.
11. In their written submission, the Landlord explained that there was central heating and that double-glazing was installed 5 years ago. The Tenant is responsible for internal decorations, including flooring and white goods. The Landlord said the Tenant had “exchanged the Landlord’s boiler and relocated this to the bathroom” and that they were not aware of any existing defects or disrepair.
12. The Landlord describe the convenience of the location of the property as being within half a mile of two tube stations and Kilburn overground station, as well as being close to local amenities in Kilburn High Street.
13. The Tenant explained that there was a disparity in rents paid for assured tenancies in the building and referred to a number of other rents being paid, including numbers 30 and 106, which were 3-bedroomed flats with rents of around £1,100 and £1,200 respectively. Reference was also made to Flat 8, a two-bedroomed flat on the 3<sup>rd</sup> floor and above the property, where the rent being paid is £1,070. From the Tenant’s representative’s own knowledge and experience, these examples were also long-standing tenancies, let on the same terms and where the condition at the point they were let was similar to the subject property.
14. Alongside this, the Tenant explained that rents of £136 or £139 per week are being paid for comparable two-bedroomed social housing flats in the same building but owned by City of Westminster.
15. The Landlord considered £2,500 per calendar month to be significantly lower than similar-size, available properties in W9 and NW6 areas, according to internet searches. They did not provide specific examples to explain how they arrived at this view or say how that related to the proposed rent of £1,693.63 per calendar month.
16. The Landlord did, however, refer to Flat 129, which they described as a similar size but did not provide a copy of the lease, letting particulars or a description of the accommodation or condition. Flat 129 had been let in 2023 at £2,025 per month, said to be “a low rental” and comparable to the current market.
17. The Tribunal did not inspect the property but considered this case on the basis of the Tenant’s oral submissions in the hearing and all written submissions provided by both the parties.

## The Law

18. The law in relation to determining rents is found in section 14 of the Housing Act 1988 ('the 1988 Act'), which, insofar as is relevant to this application, provides:

### **14 Determination of rent by tribunal.**

*(1) Where, under subsection (4)(a) of section 13 above, a tenant refers to the appropriate tribunal a notice under subsection (2) of that section, the appropriate tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the appropriate tribunal 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 making a determination 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 a 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, at all times 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, in respect of council tax 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.

[...]

## **Determination and Valuation**

19. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to let in the open market by a willing landlord under an assured tenancy having regards to the specific conditions in s14 of the 1988 Act. The starting point, is therefore, what rent might reasonably be expected to be achieved in the open market for the property in a modern tenantable state. If required, this is then adjusted to reflect the specifics of the subject property, including disrepair, disregards and improvements. The personal circumstances of the Tenant are not relevant to this issue.
20. The Tribunal noted that flats 8, 30 and 106, which the Tenant had referred to, were the subject of previous Tribunal decisions and, therefore, not open market lettings. Tribunals determine rents based on the evidence before them, including the specifics of the relevant property, such as condition, layout and floor level. They are not lettings agreed in the open market. Equally lettings for social housing may be on quite different terms and rents are often set in accordance with Government guidelines.
21. The Tribunal also noted the 2023 letting of Flat 129 at £2,025 per month, which the Landlord relied on. Unfortunately, no details of the property size, layout or condition, or the terms of the letting were provided to assist the Tribunal in making comparison.

22. Having carefully considered all the representations from both parties and using its own judgement and general knowledge of rental values in the area, the Tribunal considers that the open market rent for a two-bedroomed, unfurnished, first floor flat of similar size and in good, modern tenanted condition would be in the region of £2,150 per calendar month.
23. In this case, and having considered all representations, the Tribunal considers it reasonable to make adjustments as the Tenant has installed bathroom and kitchen fittings and tiles. They have also replaced doors and provided their own floor and window coverings, and white goods. The Tenants are liable for internal repair, which is not usually the case with modern market lettings, and they are managing the impact of condensation and mould, using their own dehumidifiers. The Tribunal considers that a prospective tenant would make a deduction in the rent of approximately 30% to reflect these factors.

The valuation is shown below:

Market Rent		per calendar month
		£2,150
<i>Less</i>		
Bathroom improvements	)	
Kitchen improvements	)	
Carpets, curtains and white goods	) approx. 30 %	£ 645
Condensation and mould	)	
Tenant's decorating liability	)	
Determined Rent		<hr/> £1,505

24. The Tribunal determines a rent of £1,505 per calendar month.

### **Decision**

25. 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 **£1,505 per calendar month**.
26. The Tenant raised the issue of hardship and her concern over being able to pay a rent increase. In this instance, the Tribunal has determined a rent that does not present potential for undue hardship. The Tribunal, therefore, directs the new rent of **£1,505 per calendar month** to take effect on **1 November 2024**. This being the date as set out in the Landlord's Notice of Increase.

**Chairman: Mrs Ratcliff MRICS Date: 3 February 2025**

## **Rights of appeal**

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 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.

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