



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

Case Reference : LON/00AQ/MNR/0601

Hearing Type : By Way of Written Representations

Property : 35 Alexandra Close, London, HA2 8QA

Applicant : Mr Hamza Ismail (Tenant)

Representative : In person

Respondent : Mr R K Rafique (Landlord)

Representative : In person

Type of Application : Referral in Respect of Market Rent Under Section 13 of the Housing Act 1988

Tribunal Members : J. A. Naylor FRICS FIRPM
Valuer Chairman

Mr O Miller

Date of Hearing : 13 December 2024

Date of Inspection : 13 December 2024

Date of Revised Full Reasons : **28th February 2025**

**STATEMENT OF FULL REASONS ON AN APPLICATION FOR
DETERMINATION OF A MARKET RENT UNDER S. 13 AND 14 OF THE
HOUSING ACT 1988**

REASONS

Background

1. On 29 July 2024 the landlord served a Notice under Section 13(2) of the Housing Act 1988 proposing an increase in the rent of the above property from the passing rent of £1,100.00 per month to £1,700.00 per month.
2. On 7 August 2024 the tenant made an application to the Tribunal for the determination of a market rent.
3. The original tenancy was believed to have begun 1 March 2018.
4. The tenant occupies the property by way of an Assured Periodic Tenancy.
5. By way of a letter dated 26th September 2024 the Tribunal issued directions. These required the landlord to provide details of evidence on which they wished to rely by way of reply by 18th October 2024 The tenant was directed to do the same by 1st November 2024 and the landlord was given until 8th November 2024 for his response thereto.
6. On 2 December 2024 the Tribunal wrote to the parties confirming details for a hearing date and inspection to take place on 13 December 2024.
7. Both parties took the opportunity to make submissions.
8. In consideration of the Market rental value of the subject property, the Tribunal has taken into consideration all documentation before it, including various letters and the any reply forms returned by the parties.
9. By way of a letter, undated, but received on 29 October 2024, the tenant states that the landlord has never undertaken any repair to the property since they have occupied. The tenant states that during this time the property has not been painted, and also states that they are unable to afford the increase in rent.
10. In the tenant's Reply form the tenant says that there is damp, mould and condensation within the property, that the property does not have central heating and that there are leaks and water 'within the walls'. They say that during their tenancy the only thing that the landlord has done is change a tap in the kitchen.

~~No correspondence was received from the landlord, nor did they return their Reply form.~~

11. The landlord returned a reply form undated together with three comparable properties. They give details of the rooms and their sizes and stated that the bathroom was renovated in 2018. They state that a garden is contained in the tenancy and that the gardener is the tenants liability but that they undertake maintenance to it and it says the property benefits from double glazing carpets curtains, white goods and an outside parking space but does not have central heating. The landlord states that the tenant refuses access for the completion of repairs.

11a The landlord provides three rental comparable by way of screenshots from sales websites. These were Alexandra Avenue at £1700 pm, Bluebell Court at £1900 pm and Corfe Avenue at £1995 pm each a two bedroom self contained flat.

12. On 13 December 2024, on the basis of paper submissions and without a hearing, the Tribunal determined the Market rent of the above property at £952.00 per month. On the 28th February 2025 following an opportunity to consider further evidence as detailed above the Tribunal concluded that this evidence did not alter their opinion of the rental value of the property and confirmed that their opinion of the rental value remained at £952.00pm

Hardship

13. While the tenants refer to their inability to meet the proposed increase in rent, no evidence to prove hardship has been provided.

14. In these circumstances, the Tribunal is unable to assess the tenants financial status to enable them to make a decision on hardship. In the circumstances the Tribunal determines that the rent determined by the Tribunal should commence at the date stated in the landlord's notice, that being 1 September 2024.

Inspection

15. The Tribunal attended the property to undertake an inspection on 13 December 2024.

16. During the inspection, the tenant was present as was the landlord who was granted access to the interior.

17. It was apparent that the property was originally constructed as one of two purpose-built maisonettes each occupying a single floor of a two storey building.

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18. The accommodation comprises:

An entrance hall at ground level with stairs leading to a first floor landing from which lead; a lounge, 2 bedrooms, a kitchen and bathroom / WC.

19. The accommodation has been described as a bedroom and storage room but on inspection the Tribunal determined that the room described as a storage room is, in fact, a single bedroom.

20. The Tribunal notes that the tenancy agreement seems to be generic and has not be tailored fully to be a tenancy of the subject property . Maintenance of Garden areas is mentioned but the reference is generic and requires the inclusion of garden areas within the tenancy .There is no specific mention that garden areas are included

21. On arrival the Tribunal notified the parties that they should be provided with access to all possible areas of the property but that she could not provide any additional evidence nor engage in conversation about the property nor the rental value thereof.

22. On site no access could be provided by the landlord to the garden area and the tenant advised that they have never had access to it, nor do they have keys.

23. Based on the evidence before the Tribunal we conclude that there is no garden included in the Tenancy Agreement.

24. Within the property all rooms were accessible.

25. At the time of inspection, the Tribunal found the property to be in exceptionally poor condition.

26. As stated above, there was no access to a garden at the rear and front gardens were untended.
27. Within the property itself, there was severe condensation, evidence of mould and evidence of water penetration with blown plaster and loose wallpaper. The Tribunal was told that the leak itself had been rectified but the damage that it had caused had not. The property has not been decorated for a long time and does not benefit from central heating. Kitchen and bathroom areas were very small and in poor condition. The electrical installation is inadequate with conduit and surface mounted wiring, and it provides an inadequate number of socket outlets by modern standards. The flooring is laminate, worn, and with sections missing. Overall, the property is very poorly maintained. It is borderline that the property remains habitable.

While some of the poor presentation results from the tenant's lack of maintenance and upkeep, the majority of defects affecting rent fall within the landlord's repair and maintenance responsibilities.

The Law

28. When determining a market rent in accordance with the Housing Act 1988 Section 13 regard must be had to all of the circumstances (other than personal circumstances) including the age, location and state of repair of the property, matters contained within the rent, repairing obligations, etc. This means that issues such as the tenant's ability to pay the rent or bills associated with the property are not a consideration for the tribunal in assessing the rent.

Valuation

29. Following consideration of the written and photographic submissions given by both parties and taking into account the Tribunal's inspection and using its own knowledge and experience of the rental market in Harrow the Tribunal finds that the market rental value of the property, if it was in good condition, would be £1,700.00 per month.
30. Taking into account the lack of modernisation and the general disrepair, the Tribunal considers it necessary to adjust that market rental value to reflect specifically the following:

- i) The property does not benefit from any central heating or other adequate heating supply.
- ii) The electrical installation is considered antiquated and inadequate with surface mounted sockets and conduit.
- iii) The kitchen area is very small and in poor condition.
- iv) There is excessive condensation and mould growth evident on most floors and ceilings within the property.
- v) A disrepair remains to the ceiling in the small front bedroom following a past leak.
- vi) Decoration throughout is exceptionally poor.
- vii) Flooring is laminate and in poor condition.
- viii) The bathroom is basic.

31. Taking these and other more general factors into consideration, the Tribunal finds that it is necessary to make a 44% deduction in the market rental value of the property to reflect its condition and lack of modernisation.

Valuation Calculation

32. Open market rent	£1,700.00 per month
Deduction for adjustments detailed above 44% =	£ 748.00 per month
Adjusted rent	£ 952.00 per month

The Tribunal, therefore, determines that the market rental value of the property should be set at a figure of £952.00 per month.

Hardship

33. While the tenant has stated within a letter dated 29 October 2024 that they simply cannot afford the increase to the rent that the landlord proposes, no evidence of hardship has been provided.

In the circumstances, the Tribunal is unable to make any determination on hardship in this particular instance and the rent determined by the Tribunal is payable from the landlord's notice date, namely, 1 September 2024.

Chairman: J. A. Naylor FRICS FIRPM

Valuer Chairman

Date: ~~2nd January 2025~~ **28th February 2025**

ANNEX OF RIGHTS FOR MARKET RENTS

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 might 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 this 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. Any appeal in respect of the Housing Act 1988 should 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).