



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

Case Reference : **HS/LON/00BK/F77/2025/0059**

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

Property : **Lower Maisonette, 16B Woronzow Road, London,
NW8 5QE**

Applicant : **The Eyre Estate (Landlord)**

Respondent : **Mr R Mann (Tenant)**

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 C Piarroux**

Date of Decision : **4 April 2025**

FULL REASONS

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Background

1. The 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 6 January 2022 at £1,430.00 per month.
2. On 25 November 2025 the Rent Officer registered a fair rent of £1,458.00 per calendar month effective from 25 November 2025.
3. In an email dated 12 December 2024 the landlord objected to the Valuation Officer's registration
4. On 20 February 2025, 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 6 March 2025. The tenant was directed to do likewise by 20 March 2025 with the landlord given further opportunity to respond by 27 March 2025.
5. Both parties took the opportunity to make submissions.
6. On the tenant's request, the property was inspected on 4 April 2025. At the time, the tenants were present but neither the landlord nor a representative on their behalf was in attendance.
7. 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.
8. In letters dated 21 October 2024 and 9 February 2025 the tenant detailed problems with the drainage installation. They advise that there was damp in the utility room, kitchen and porch and a number of plugs were unusable despite there being a new fuse box, they advised that in their opinion there were hazardous front steps and poor exterior decoration and advise that they were awaiting the redecoration of the front bay ceiling following a leak. They also confirmed that there was overflowing from a downpipe at the rear and that the bathroom sash cord window was broken.

9. In the tenant's Reply form the tenant confirms that they would like an inspection of the property but do not want a hearing. They detail the accommodation, and confirm that there is central heating but no double glazing. Finally the tenants confirm that carpets, curtains and white goods have been provided by them. The tenant confirms that the property has a backyard and that there is parking but Permit parking only.
10. In the landlord's RR1 application they say that the property has 4 bedrooms and extends to 1,185ft².
11. The Landlord confirms that they require neither an inspection nor a hearing. They provide details of the accommodation and say that the property does have central heating and no double glazing and confirm that the carpets, curtains and white goods are provided by the tenant.
12. The landlord states specifically that the rent increase calculated by the Valuation Officer is only 1.96% over 2 years and 9 months when the Retail Price Index has increased by 22% and that Savills' research document shows that rents in the area have grown by 7% over this period.
13. Specifically, the landlord provides a number of comparables for the subject property. Interestingly, they detail the size of the subject property here at 1,079ft². Comparable evidence in Charlton Hill, Queen's Grove and St Anne's gate are provided.
14. It is noted that the tenant is responsible for repair and maintenance as detailed within Section 11 of the Landlord & Tenant Act 1985.
15. On 4 April 2025, on the basis of paper submissions and without a hearing, but following an inspection by the Tribunal, the Tribunal determined the fair rent of the above property at £1,845.00 per month.

The Law

16. 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.
17. 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

18. 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 flat over lower ground and hall floors, in a converted mid-terraced Victorian house.

The flat comprises:

Lower ground floor:	Lounge, kitchen / diner, utility room, porch.
Hall floor:	2 rooms, bathroom/WC.
Externally:	Small raised yard to the rear.

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

The Inspection

19. The Tribunal inspected the property on the morning of 4 April 2025.
20. The tenants were present during the inspection but there was no representation from the landlords nor their representatives.
21. During the inspection the Tribunal were able to determine that the parking relating to the property was, indeed, on street parking with a Permit payable by the tenants. The property is, therefore, not deemed to have parking as such.
22. An inspection of the property was possible internally and externally and it was the Tribunal’s opinion that the exterior of the property is, in fact, relatively well maintained. Some decoration is now required but overall, the property presents relatively well.

23. Internally, the accommodation is spacious with large rooms. The kitchen / dining area is in good condition and the kitchen is relatively modern. At hall floor level the bathroom was a little antiquated and the bath now needs replacement.
24. The tenants refer to damp but stated that this was behind cupboards and could not be seen. The Tribunal did not see any damp within the utility room and none of significance within the porch. Cracks in the plaster are believed to result from differential movement and general plaster shrinkage. In the first-floor front room, staining and some blowing to the plaster of the bay ceiling was seen.
25. The electrical installation is a little antiquated, but perfectly serviceable.

Valuation

26. 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.
27. 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 £2,700.00 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 £3,200.00 per month. However, all white goods, carpets and curtains are presumed to be the property of the tenant. In addition, a tenant of a Rent Act property has more onerous repairing obligations than those under an assured shorthold tenancy.
28. 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.
29. The Tribunal therefore made the following deductions from the market rent of £3,200 per month to reflect those differences:

Market rent (per month) £3,200.00

Less deductions for:

- Tenant's decorative and repairing liability.
- No white goods.
- No floor coverings.
- Dated bathroom.
- Leaking gutters externally.

Less 15% = £480.00

Adjusted rent £2,720.00

30. 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% (£544.00 per month) from the adjusted market rent to reflect this element. This left a final rental figure of £2,176.00 per month.
31. 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 £1,845.00 per month.
32. 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 lower figure, and the Tribunal therefore registered the rent at £1,845.00 per month with effect from 4 April 2025 being the date of the Tribunal decision.

Name: Mr J A Naylor FRICS, FIRPM

Date: 4 April 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)