



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

Case Reference	:	CAM/00KF/MNR/2024/0642
Property	:	Flat 109 Baryta House 29 Victoria Avenue, Southend, SS2 6AZ
Applicant	:	Geodrey Mpofu (Tenant)
Representative	:	None
Respondent	:	Shaviram Baryta Ltd (Landlord)
Representative	:	Ayers & Cruiks (Agent)
Type of Application	:	Section 13(4) Housing Act 1988
Tribunal Members	:	N Martindale FRICS
Date and venue of Hearing (On line)	:	17 February 2025 First Tier Tribunal (Eastern) County Court Cambridge CB1 1BA
Date of Decision	:	17 February 2025

REASONS FOR DECISION

Background

- 1 The First Tier Tribunal received an application dated 10 December 2024 from the tenant of the Property, regarding a notice of increase of rent served by the landlord, under S.13 of the Housing Act 1988 (the Act).
- 2 The notice, dated 23 October 2024, proposed a new rent of £1500 per calendar month, with effect from and including 11 December 2024. The passing rent was said to be £1220 per calendar month.

- 3 The tenancy is an assured shorthold periodic monthly tenancy. A copy of the last tenancy agreement was provided. It began on 4 May 2021 when the rent was £1195 pcm.
- 4 Directions were issued 23 December 2024 by Legal Officer Laura Lawless. A hearing was not requested. The Tribunal does not routinely carry out inspections.
- 5 The Tribunal received having received the initial application sent out its standard Reply Form to both landlord and tenant.
- 6 The Tribunal carefully considered and noted such representations as it received from both parties. These included the location layout size and condition of the Property, of the building in which it is set and other available and let comparable properties as supplied.

Property

- 7 The Property is located in a former office block dating from the 1960's, located near the commercial and former office centre of the City of Southend on Sea. Since around 2020 it has been converted into multiple residential flats, on some 11 floors. The Property was on the top floor and described by some as a "penthouse". There are two lifts serving all floors.
- 8 The building within which the Property was located was viewed externally using Google Streetview (data capture June 2024). The image shows an area of large office blocks (some former) adjacent to this one some converted more recently into new residential flats again on multiple floor levels.
- 9 The Property accommodation comprises a self contained very modern flat of two bedrooms, one with en-suite shower room/ WC, a main bathroom, living room/ kitchen, external private balcony. There was a substantial storage cupboard to the communal landing for the use of the tenant. The Property had electric under floor heating, fully fitted kitchen with range of white goods and carpets/ floor coverings provided by the landlord. The tenant provided some window curtains/ blinds. The main bedroom had a built in wardrobe.
- 10 The tenant listed some 11No. items that were of concern. Though it was accepted by both parties that there had been few recent problems among these, the previous troubled history of many of them was regarded by the tenant as indicative of recurrence and resultant inconvenience for what was a relatively high level flat. Such uncertainty would have a damaging effect on rent. The 7No. items included: 1. "Temperamental Hot Water" – unreliable provision. 2. "Faulty Bathtub Drain" – poor function. 3. "Balcony Door Misalignment and Mould" – defective function. 4. "Stairwell Lighting" – had not been working for some weeks and was thus unsafe. 5. "On-

Site Support vs. App Access” – a lack of continuing concierge service. 6. “Parcel Room Security” – it was insecure and open to all. 7. ‘Penthouse’ Label and Obstructed Views” – panoramic views of the surroundings obstructed after the letting had started, by a neighbouring block and a contrast of actuality with prior agents photographic details.

- 11 The tenant also referred to 8. “Comparable Properties and Amenities”. Here he cast doubt on the landlord’s comparable lettings. Many were said to be in nearby buildings some or all of which enjoyed superior communal facilities than at Baryta House. These other blocks were said to enjoy: 24/7 Concierge, Gym, Rooftop and Communal Gardens, Shops at ground level, Secured ground floor parking with barrier access; whereas this building did not have these.
- 12 The tenant provided brief details of 4No., 2 bed 2 bath flats, some in lower rise blocks, some in Victoria Avenue. They all appeared to be in the City Centre like the Property. They were available January 2025 and ranged from £1250 to £1450 pcm. None appeared to be at high level or enjoy any particular views but, were modern.
- 13 The landlord referred to a “Best Price Guide” from “Rightmove” prepared by their Agent, for flats to let between 15 October 2024 and 15 January 2025. 4No. in the same building 1No. from an adjacent building. These ranged from £1550 to £1599 pcm and all stated as having been let in around 6 – 8 weeks from the start of marketing at the beginning of 2025.
- 14 The landlord disputed the expectation of views from the flat, the neighbouring building having been completed prior to the letting of the Property. There was dispute over the parking facility for a car and whether it is permit or other form of off-street provision. There are on road parking restrictions around the building. Again there is a dispute between landlord and tenant as to the extent and quality of the “post room” for mail delivery and of the “concierge”/ “front desk” facility for building safety and security.
- 15 The tenant’s remaining 3No. issues identified at the building included: 9. “Building Cleanliness” – continuing spillages and dirt. 10. “Lift issues” – one lift not working for a significant period. 11. Tenant behavior” – poor behaviour by some tenants on a limited basis, that on-site staff might have resolved, if they had been there.
- 16 The tenant provided some 18No. monochrome pictures which he said illustrated many of the issues he raised.
- 17 The landlord disputed all items raised and referred to their in-house maintenance system entries. These suggested that either; no issue had been raised at the time; Or that if they had, they had been quickly resolved; Or by providing renewed assurances now that in future reported issues would be quickly tackled and corrected by the landlord.

- 18 The Tribunal is grateful for the extensive and clear representations on the nature, condition and rental value of the Property as received from both parties, as set out in the application form, the standard Reply Forms and in other documents supplied.

Law

- 19 In accordance with the terms of S14 of the Housing Act 1988 we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; but assuming that the Property to be in a reasonable internal decorative condition.

Decision

- 20 The Property is one of many new residential units created from older former office buildings in the City Centre at Southend on Sea. These schemes have collectively created a considerable increase in the supply of new quality residential units. It seems that the schemes have overlapped in completion dates.
- 21 It appears to the Tribunal that Baryta House has provided many welcome, new, quality flats for local demand. While initial rents and subsequent rental growth was light in view of the extensive new supply, now after becoming established there is some growth in rents.
- 22 Based on the Tribunal's own general knowledge of market rent levels in and around Southend especially in the centre that the subject Property would let on a normal Assured Shorthold Tenancy (AST) terms, for £1550 per calendar month, fully fitted and in good order.
- 23 The Tribunal also finds that there has been minor but, persistent problems in the Property and associated common areas which might create a concern for a tenant of future occurrence, in an otherwise good quality scheme such as this. For these minor and now mostly historic shortcomings the Tribunal makes a small deduction of £50 pcm. The new rent is therefore determined at £1500 pcm.
- 24 The new rent will take effect from and including 1 December 2024, the effective start date given in the landlord's Notice. The Landlord is not obliged but, may charge a rent up to though not in excess of, this figure.

Name: N. Martindale

Date: 17 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 either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision.

Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

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).