



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

Case Reference : **LON/00AG/F77/2025/0034**

Property : **Flat 27 Inglewood Mansions, 287-
289 West End Lane, London, NW6
1RE**

Tenant : **Asoka Weerawardana**

Landlord : **Inglewood Mansions Holdings Ltd**

Representative : **Gower Lane Group**

Date of Objection : **12 November 2024**

Type of Application : **Section 70, Rent Act 1977**

Tribunal Members : **Mrs Ratcliff MRICS
Mr Miller**

**Date and venue of
Consideration** : **14 May 2025
10 Alfred Place, London, WC1E 7LR**

Date of Decision : **5 June 2025**

DECISION

The sum of £548 per calendar month will be registered as the fair rent with effect from 5 June 2025, being the date the Tribunal made the Decision.

REASONS

Background

1. The Landlord applied to the Rent Officer for registration of a fair rent of £1,000 per calendar month to include £99.72 attributable to services in relation to Flat 27 Inglewood Mansions, 287-289 West End Lane, London, NW6 1RE, the subject property. The service charge relates to supply of electricity, gas and water, and cleaning of communal area and bathroom. The rent payable at the time was £60.50 per week, equating to £262.16 per calendar month including services. The rent had not previously been registered.
2. On 8 October 2025, the Rent Officer registered a fair rent of £747.00 per calendar month, which includes £99.72 service charge, with effect from 8 October 2024.
3. By email of 12 November 2024, the Tenant objected to the rent registered by the Rent Officer and the matter was referred to the Tribunal on 2 December 2024.
4. The Tribunal issued Directions, dated 13 March 2025, setting out a timetable for submissions and return of Reply forms. The Tenant, Asoka Weerawardana, replied that he considered the matter could be decided on papers but that an inspection was required. The Landlord, Inglewood Mansions Holdings Ltd, was content for the matter to be decided on papers.

Inspection

5. The Tribunal carried out an inspection of the property on 14 May 2025. The Tenant and the Landlord's representative, Yusuf Jaffar from Gower Lane Group, was present.
6. The Tribunal found the property to be one room, with separate bathroom and separate WC, on the second floor of a five-storey large Edwardian building of solid brick walls and wooden sash windows. There is no lift in the building.
7. The property was accessed via a paved area and communal front door. Internally, there are communal stairs, hall and landings, which are light and basic but in reasonable condition. From the second-floor landing, the property is accessed via a fire door and a darker internal corridor. Although only the subject property is directly accessible from the inner corridor, there is a door at the end, which provides access to other rooms/flats. The Landlord's representative explained that, although accessed via the communal internal corridor, the Tenant had private use of the bathroom and separate WC and that the majority of rooms had ensuite arrangements.

8. The room is small and open plan with a kitchen area to the rear and a large bay window to the front, overlooking the road. The room is in poor condition, with cracks to the ceiling and additional plaster board screwed in place, presumably to cover more severely damaged areas. There is a pendant light with exposed wiring. The small kitchen is somewhat makeshift and not to a modern standard, with a porcelain sink unit, a fridge and a mini worktop oven and hob. The floor covering is old and in poor condition.
9. The bathroom and separate WC are accessed from the internal communal hallway. Both appear to be generally in clean and reasonable condition, although there were some signs of mould to the ceiling of the bathroom. There is a panelled bath, small more modern hand basin, and a double-glazed window in the bathroom. The separate WC also has a handbasin, and double-glazed window.

Evidence

10. The Tribunal has considered the written submissions provided by the Landlord and the Tenant, their own observations from the inspection and the information provided by the Rent Officer when they referred the Tenant's objection.
11. The Landlord described the property as a studio room with kitchenette and separate bathroom, which is in good condition and that a weekly cleaner is provided for the bathroom. They submitted that there is central heating, but no double-glazing, that carpets, curtains and white goods were provided by the Landlord, and that electricity, gas and water are included in the rent. In terms of location, the property is within 5 minutes of West Hampstead station, opposite a bus stop.
12. The Landlord helpfully provided a schedule of other lettings in the same building, all were said to be studios of a similar size and let on assured shorthold tenancies. This included 29 lettings in 287 West End Lane and 27 in number 289. The monthly rents ranged from £1,100 to £1,450 per month. No analysis of these rents was provided and no further details, such as the date the lettings were agreed, size, position in the building, condition or, importantly, whether bathroom facilities were private to the rooms, accessed through a communal area or shared.
13. The Tenant concurred with the Landlord's description of the property except for describing the property as a bedsit and stating that there was no central heating and that they had replaced the white goods.

The Law

14. The law, in so far as is relevant in this case, is found in Schedule 11, Part 1, paragraph 9(1) to the Rent Act 1977 and section 70 of the Rent Act 1977, which provides:

Schedule 11, Part 1, Rent Act 1977

Applications for Registration of Rent

9(1) *The appropriate tribunal shall—*

- (a) if it appears to them that the rent registered or confirmed by the rent officer is a fair rent, confirm that rent;*
- (b) if it does not appear to them that that rent is a fair rent, determine a fair rent for the dwelling house.*

Section 70, Rent Act 1977

Determination of fair rent.

(1) In determining, for the purposes of this Part of this Act, what rent is or would be a fair rent under a regulated tenancy of a dwelling-house, 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 dwelling-house,*
- (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 purposes 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)(d).*
- (e) 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 his 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 him, or any sub-tenant of his.

15. *Spath Holme Ltd v Chairman of the Greater Manchester and Lancashire Rent Assessment Committee (No1) (1995) 28 HLR 107* and *Curtis v London Rent Assessment Committee [1999] QB 92* confirm that a fair rent is the market rent for the property discounted for “scarcity” (Rent Act 1977, s70(2)) and, for the purposes of determining the market rent, assured tenancy (market rents) are usually appropriate comparables. Although, adjusted where necessary to reflect any differences between the comparables and the subject property, which will include tenancy terms where appropriate.

Determination and Valuation

16. The Tribunal has considered the comparable evidence proved by the Landlord and both parties’ written submissions, along with our own observations during the inspection, and their own expertise and general knowledge of rental values in the area.
17. The Landlord and the Tenant did not agree on whether there is central heating in the property and who has provided the white goods. The Tribunal did not observe, and where not pointed to, any central heating in the room and note that the Rent Officer, who also inspected the property, reported a lack of central heating. The Tribunal therefore finds that there is no central heating.
18. In terms of white goods, the Landlord says had they provided these, but the Tenant says that they have replaced them. Given the apparent age of the white goods noted on inspection and the length of the tenancy, on the balance of probability, the Tribunal accepts that the Tenant has replaced the white goods over time.
19. The Landlord provided headline monthly rents for 56 other ‘studios’ in the building (287-289 West End Lane) ranging from £1,100 to £1,450 per calendar month, all let on modern assured shorthold tenancies. Although this was helpful, no further information was provided about when the lettings took place or the condition, size or configuration of the studios, particularly whether they are self-contained or bathroom facilities are separate, or whether utilities and cleaning were included in the rents.
20. The Tribunal noted, however, that the Landlord’s agent had made reference to the majority of rooms having ensuite bathroom facilities and so concluded that at least the majority of the lettings provided in the schedule would be self-contained units, unlike the subject property.

21. Given the nature of the building and such a comprehensive list of lettings, on balance, the Tribunal concluded that all the studios appeared to be managed together and that similar arrangements over services were likely.
22. As a result, and having considered the submissions and the comparable evidence provided by the Landlord, and using the Tribunal's own expertise and knowledge of rental values in the area, the Tribunal determines that the open market rent for the property in good tenantable condition, including electricity, gas and water and weekly cleaning of the bathroom facilities, would be at the lower end of the range provided and in the region of **£1,100 per calendar month**.
23. From this level of rent we have made adjustments in relation to the lack of central heating, that the large bay window is not double-glazed, that the Tenant has replaced the white goods, the kitchen is not fitted, there are cracks to the ceiling, with makeshift repairs to the ceiling and exposed wiring to the ceiling light, and that the floor covering is in poor condition.
24. The Tribunal found that there was substantial scarcity in the locality of Greater London and therefore made a deduction of 20% from the adjusted market rent, excluding any service charge, to reflect this element. The Tribunal took Judicial Notice of long housing association and local authority waiting lists in Greater London.
25. The full valuation is shown below:

		per calendar month
Market Rent		£1,100
<i>Less</i>		
Lack of central heating and full double-glazing)	
White goods) approx. 40%	
Kitchen)	
Poor state of repair)	
		<u>£440</u>
		£660
<i>Less</i>		
Scarcity	approx. 20%	<u>£112</u>
		£548

26. The Tribunal therefore determines a rent of **£548 per calendar month**.

Decision

27. The uncapped fair rent determined by the Tribunal, for the purposes of section 70, was **£548 per calendar month**. As the rent had not previously been registered, provisions of the Rent Acts (Maximum Fair Rent) Order 1999 do not apply.

Chairman: Mrs Ratcliff MRICS

Date: 5 June 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 should be made on Form RP PTA available at <https://www.gov.uk/government/publications/form-rp-pta-application-for-permission-to-appeal-a-decision-to-the-upper-tribunal-lands-chamber>

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. **Please note that if you are seeking permission to appeal against a decision made by the Tribunal under the Rent Act 1977, the Housing Act 1988 or the Local Government and Housing Act 1989, this can only 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).