FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case reference	**:**	**TR/LON/00AQ/MNR/2025/0604**
Property	**:**	**Flat 2, 25 College Hill Road, Harrow, London, HA3 7HG**
Tenants	**:**	**Ms F Campbell & Ms K Gough**
Landlord	**:**	**Mr N Wisdom**
Date of application	**:**	**15 November 2024**
Type of application	**:**	**Application for determination of market rent following a Notice of Increase served pursuant to Section 13 of the Housing Act 1988.**
Tribunal member(s)	**:**	**Mr O Dowty MRICS** **Mr N Miller**
Venue	**:**	**10 Alfred Place, London, WC1E 7LR**
Date of decision	**:**	**9 April 2025**
Date of reasons	**:**	**2 June 2025**

REASONS FOR DECISION

Background

1. The tenant lives in the property under a monthly, periodic assured tenancy. The landlord served on the tenant a Notice of Increase, dated **6 November 2024,** proposing to increase the rent at the property from **£1,250** per month to **£2,500** per month with effect from **26 December 2024.**

2. On **18 November 2024** the Tribunal received an application from the tenant, dated **15 November 2024**, referring the landlord's Notice of Increase to the tribunal, challenging the increase and seeking a determination of the market rent.

3. The Tribunal issued directions on **16 January 2025,** which were subsequently amended on **6 March 2025**. The Tribunal's directions invited the parties to provide a reply form and make any other submissions they wished to make. Both parties provided a reply form and further submissions.

4. The tenant indicated, in their reply form, that they wished the Tribunal to inspect the property and hold a hearing. Accordingly, we arranged a hearing in this matter on 9 April 2025, to be followed by an inspection later that day (which we shall discuss first in these reasons.

The Inspection

5. The subject property is a somewhat cramped flat located on the first floor of a 2 storey inter-war building on the corner of College Hill Road and Bishop Ken Road. The flat is accessed via internal stairs down to a door on the ground floor into a small vestibule area which also contains a door for flat 1.

6. On the first floor, the flat offers a lobby area, providing access to 2 (double) bedrooms and a small bathroom and kitchen. There is a small 'sitting room' located off the kitchen (and only accessed via it) – and beyond that still a further room is accessed (again, by no other means). That room is averred to be a 3rd bedroom, and was historically used as a bedroom by the tenant's late son.

7. Were the property let on the market, we find as a fact as an expert Tribunal that it would not be considered by a tenant fresh to the scene to be a third bedroom. First, it is solely accessed via another room which itself is accessed only via the (small) kitchen. That is not a tenable or indeed safe location for a bedroom. Second, the 'sitting area' it is accessed via (which is already in an unusual position being only accessed through the kitchen) is far too small for a three bedroom flat.

8. Instead, we find as a fact that the property would be viewed by prospective tenants in the market as an (albeit still quite small) 2-

bedroom flat, with the 'third bedroom' viewed as providing 'living room' space alongside the small 'sitting room' present.

9. For completeness, we note that the averred '3rd bedroom' does not have a door at present – as it was (and we say this with full sympathy to all concerned) damaged irrevocably when the fire brigade forced entry to it following the death of Ms Campbell's son in that room some time ago. This does not impact the value of the property, as we consider it would be used as 'living room' space alongside the room adjacent to it – and the missing door between the two would therefore have a negligible, if any, impact on any hypothetical rental bid.

10. By way of defects, in general the property was in a fair-good condition, though a few things such as the damaged kitchen cabinet by the sink, the partial dated painting in the kitchen and the numerous cracks to the plasterwork of the sitting area and small room accessed via it detract from its value. By way of heating, the property does not have central heating – instead having storage heaters in the 2 true bedrooms and a (presumably) electric towel rail. There is a water heater tank in the property, though this is redundant as the hot water is supplied from the downstairs property (which is owned by the landlord).

The hearing

11. The hearing was a somewhat fragmented affair to begin with. The tenants (who both appeared at the hearing) were represented by a professional representative, who is a Chartered Legal Executive. Without any provision in the directions in this matter to do so, we were provided, by the tenant's representative, with a bundle on the day of the hearing itself; and that was when the landlord was provided with it as well.

12. Similarly, the tenant's representative provided a 'position statement' in which it was suggested the tenant wished us to award costs under Rule 13 of the Tribunal's procedure rules (The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013) against the landlord – but no notice of such an application being made had been provided to either the landlord or us. We were told, when we raised this, that the tenants did not at this point at least wish to make an application under Rule 13 – despite appearing to have made such an application in written submissions.

13. That was obviously disappointing procedurally; but this is particularly so as the landlord is an elderly 'litigant in person', who relied on assistance from others both in advance of and at the hearing. That assistance was provided by his daughter Denisha Wisdom in preparing his case, and a Ms Young who attended the hearing alongside him.

14. We gave the landlord some time to read the documents provided on the day by the tenants (being the 'bundle' provided and the position

statement). In the bundle, the only new material was a very brief witness statement from Ms Gough at the end, and the position statement was more akin to a skeleton argument – albeit with the addition of some financial information concerning the tenant's financial standing and the furniture and condition of the property at the start of the tenancy.

15. The landlord averred that we should not consider the position statement as it was irrelevant, and had been provided at short notice, but this was clearly not a matter of great concern to them. We decided that we would consider the position statement and have regard to the bundle.

16. The bundle was a compilation of documents already provided, except for the brief witness statement at the end. Whilst the late provision of a witness statement in a bundle might have been a serious procedural failure in another jurisdiction, Market Rent matters are rarely so formal as to require them, and they are not referenced in the Tribunal's directions. Instead, it is the Tribunal's general approach (and indeed, our own on the day) to allow witnesses to give evidence without providing statements. In light of this, the contents of that statement could in any case have simply been read out word for word by Ms Gough should she have wanted and excluding it because it was written down did not seem to be a practical thing to do.

17. In terms of the position statement, it was in truth predominantly a skeleton argument with a few extra pieces of information included. The main objection from the landlord was the relevance of that extra information (particularly as regards the financial status) – but in fact the financial information provided is relevant insofar as the Tribunal has to consider whether the tenant might experience hardship were the rent to be backdated (something we will come onto further in these reasons). Accordingly, whilst personal circumstances are irrelevant to the rent determined, they are relevant to the date from which the rent has effect. In terms of the procedural fairness of allowing it to be provided so late, we considered that to the extent it was a skeleton argument this was permissible in any event (though provided at particularly short notice), and to the extent it provided new information that information could again have been spoken to orally by the tenant in evidence anyway.

18. Accordingly, we considered that it was in line with the overriding objective of the Tribunal to deal with cases fairly and justly that we had regard to the bundle provided and the position statement.

19. We also discussed the provision of a report purporting to be a 'valuation report' by the tenant. That report was averred in writing, and briefly orally, to be expert evidence. It consisted of a lengthy document by a Jessica Davis – who offered no explanation of what her professional experience was. There was no indication in the report (as would be required, certainly, of an RICS Registered Valuer) that she

was an RICS Registered Valuer, nor any sort of qualified valuer or surveyor at all. Similarly, there was no expert witness statement provided by her, no declarations of any sort nor any real linkage between the evidence – and she had not attended the hearing to give evidence.

20. We raised our concerns regarding the status of that report as expert evidence with the tenant's representative and invited her submissions on the topic, and in reply she indicated that it was not actually intended to be expert evidence – and should instead be considered to be a document containing comparables from an estate agent. Those comparables alone consisted of a vast number of apparent asking rents (covering 180 pages of A4) from what appears to be Rightmove details, covering 1 bed and 3 bed (but not 2 bed) houses and flats.

21. Despite some of the procedural issues, the hearing itself as regards the substantive issues was a pretty cordial affair. There is clearly strong feeling between the landlord and the tenants, but on the whole (subject to a few minor outbursts) both parties conducted themselves well while the other was talking, and provided their submissions affably, clearly and succinctly.

The law

22. The way in which the Tribunal is to determine a market rent in this circumstance is set out in Section 14 of the Housing Act 1988. That section is too lengthy to quote in its entirety in these reasons. In brief, the tribunal is to determine the rent at which the property might reasonably be expected to let in the open market, on the proposed rental increase date, by a willing landlord under an assured tenancy, subject to disregards in relation to the nature of the tenancy (i.e. it being granted to a "sitting tenant") and any increase or reduction in the value due to the tenant's carrying out improvements which they were not obliged to carry out by the lease or their failure to comply with the terms of the tenancy.

Valuation

23. Both parties had provided their evidence, they averred, simply to assist the Tribunal in making its determination of the rent, which they both said they left largely to us. Relevantly to establishing the value of the property itself, the tenant's evidence consisted of the report from the local letting agent discussed above, and the landlord's of a letter from a local letting agent setting out their proposed marketing approach and an indicated range of £2,100pcm to £2,500pcm.

24. We were grateful for that evidence, which we had regard to, but none of it holds much weight as evidence. Asking rents carry very little weight as evidence of value, and in this case the report we were provided by the tenant cannot be said to be a focussed exercise that

might be of real assistance – and in any case didn't actually provide details of any 2 bed flats (as we have found above that is how the market would consider this property vacant and to let). Instead, that report included only 3 bed and 1 bed properties – the latter presumably on the basis the tenant believed the property only had planning permission as a 1 bed flat (as we will come onto later).

25. As regards the letter from a local letting agent provided by the landlord, this again carries very little weight. It is, as we discussed at the hearing in more detail concerning principally the tenant's evidence, a long way from being expert valuation evidence – and was prepared by a letting agent in the hopes, it would seem from reading it, of being instructed to market the property by the landlord. In any case, the range provided of £2,100pcm to £2,500pcm is very wide (approximately 19% for a flat in an area of London with an active rental market) – and that does not indicate the matter has been considered particularly thoroughly.

26. In any case, whilst the tenant thought the increase was too high (and that the rent should not increase as it was if anything too high at present) and the landlord that it was not – neither party had any particularly strong views about the value the Tribunal should arrive at; other than the tenant's seeking to reinforce that the Tribunal need have regard to the value significant features of the property, and the landlord emphasising the inclusion of bills and provision of furniture.

27. In addition, one of the tenants, Ms Gough, gave evidence – for which we were grateful – regarding the state of the property, and the defects she thought we should make allowance for in our determination. She also spoke to her and her mother's financial positions, which we will return to later in this decision when we consider the potential impact of hardship on the tenants.

28. The tenants also offered an argument concerning the valuation of the property given its planning status, on the basis the property had allegedly been created (by the present landlord) contrary to that planning permission (as a '3 bed' rather than as a 1 bed flat). We asked for submissions concerning how that might fit with the provisions of Section 14 of The Act (which concern how we are to make our determination), but unfortunately this was the point at which it became clear the tenant's representative didn't know what those provisions were.

29. On discussion, it was identified by the tenant that the planning was relevant evidentially as it spoke to the amenity and quality of the property, having been constructed otherwise than in accordance with planning permission. We were told that a housing assessment officer for the local council had visited the property and described it as a "2.5" bed property.

30. We note the submissions of the tenants in this area, for which we were grateful, though we are of course aware of the quality and features of the property from the other submissions of the parties, and our own inspection of that property. The tenants are correct, however, to the extent that the property would not be regarded as a proper 3 bed flat in the market – as we have found above.

31. Having had regard to the submissions and evidence provided by the parties, we considered the matter in line with our own expert knowledge of general rental levels in the area.

32. We determined that the property might be expected to let for around £1,750pcm. This value reflects a letting in the open market in a good condition, and on the terms considered usual in the market – given that all bills are included in the rent and that the property was furnished at the start of the tenancy.

33. From that level we made a deduction of 5% to reflect both the fact the property had storage heaters rather than a proper central heating system and the items of disrepair we observed on our inspection.

34. We therefore arrived at a value of £1,660 per month, as shown in the valuation below:

Market Rent	£1,750	Per Month
LESS 5% Storage Heaters & Condition	-£87.50	
Total	£1,662.50	
SAY	£1,660	Per Month

Effective Date

35. As set out in Section 14(7) of the Housing Act 1988, the effective date of a Tribunal determination under that section is the rent increase date that was provided in the landlord's Notice of Increase – unless it appears to the Tribunal that this would cause the tenant undue hardship. In those circumstances, the Tribunal may adopt a later effective date for its determination, being not later than the date on which the determination is made.

36. The tenants spoke to their financial and personal circumstances, with which we were sympathetic. Ms Gough relies on student finance payments, and – we were told – her mother Ms Campbell has been told she should not work due to her health but nevertheless has found she has no option but to, to make ends meet. The tenants aver that they are looking for somewhere else to live.

37. The landlord said it was a shame that he had not been told about it before, but did remark that the property was a 3-bed flat (which he believes it to be) and perhaps they couldn't afford to live there.

38. We understand what the landlord says, and certainly personal circumstances like ongoing affordability is not something we take into account when determining the level of rent itself – but the question we are to address when considering the effective date of the rent is simply whether we believe the tenant would experience undue hardship from the rent being backdated to the date proposed in the notice. We were satisfied that they would, in light of their circumstances, and accordingly we determined that the rent would take effect from 9 April 2025 – being the date we determined this matter.

Decision

39. Pursuant to the considerations above, we determined a rent **of £1,660 per calendar month** in this matter, such rent to take effect from **9 April 2025.**

Valuer Chairman: Mr Oliver Dowty MRICS
Dated: 2 June 2025

ANNEX - 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).