



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

Case reference : **GB/LON/00BK/MNR/2025/0681**

Property : **106 Dibdin House, Maida Vale, London,
W9 1QF**

Applicant : **Mrs Louise Power**

Representative : **Ms Polly Robertson**

Respondent : **Grainger plc**

Representative : **None**

Date of application : **28 January 2025**

Type of application : **Determination of the market rent under
s.14 of the Housing Act 1988**

Tribunal members : **Mr I B Holdsworth MSc FRICS
RICS Registered Valuer 0079475
John Francis QPM**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **23 June 2025**

DECISION

**The Tribunal determines the rent payable from 16 March 2025 is
£1,268.75 per month.**

Background

- 1 The Tenant made an application to Tribunal on 28 January 2025 seeking a determination of the rent under s.14 of the Housing Act. The rent passing at the date of the application was £1,225 month.
- 2 The tenancy is an assured shorthold tenancy which commenced on 15 December 2025.
- 3 The Tribunal received written representations from the Tenant and the Landlord.
- 4 Directions were issued to both parties following receipt of the objection.
- 5 The Tribunal informed the parties of their rights to request an oral hearing. The Tenant requested a hearing.
- 6 A face-to-face hearing was held to discuss the application and written submissions on this matter.
- 7 An inspection of the property was not carried out as this was not requested by either party.
- 8 Prior to the hearing, the parties were invited to submit a full description of the property and relevant information on market rents in the area for similar properties. They were also invited to offer any details of dilapidation, repairs or improvements made to the property by either the Landlord or Tenant.

Property Description

- 9 The property is a flat. The accommodation comprises:

Second floor: Living Room, Kitchen, bathroom/Wc, 2 x bedroom and 1x box room

Condition

- 10 The Tenant reported several specific and material defects to the property in their written submissions.
- 11 The condition of the property is a material consideration when carrying out a fair rent determination. The Tribunal has also had regard for any dilapidation and obsolescence at the property.

Market rental evidence

- 12 Both parties provided details of comparable market rents of similar property in the locality.
- 13 The Landlord gave details of some 9 properties recently let in Dibdin House on Assured Tenancies. The average rent for these lettings was in the order of £1,750 per month. The Tenant provided no written evidence on comparable rents.

- 14 The Tribunal has had regard for any relevant information submitted.

Hearing

14. The Tribunal held a hearing on 23 June at which Mrs Louise Power attended together with her representative, Ms Polly Robertson, the Chairman of the Dibdin House Residents Association. The Landlord did not attend the hearing.
15. They explained the extent of the work undertaken by Mrs Power on taking on the current tenancy from her previous tenancy in the block. They said the property was in a dilapidated condition which needed comprehensive refurbishment prior to occupation. The Tribunal were told these essential works included upgrading the bathroom/wc, kitchen fitments, internal joinery and replastered internal wall and ceiling surfaces. In addition, several fireplaces were removed and the walls made good following works together with complete redecoration of the dwelling.
16. The Tribunal were also told the Tenant has provided all White Goods, floor coverings and furnishing.
17. Ms Robertson explained that the spiralling cost of rents at Dibdin House had impacted on the cohesion of the community. She said long term residents were finding it difficult to pay the increasing rental charges. She also commented on the iniquity of subsidised rents charged by the Local Authority for flats when compared to the higher market rents for comparable property in the block. She referred the Tribunal to a Rent Tribunal determination for Flat 30 at Dibdin House which she claimed was determined recently at £1,072.50 per month. No further written or oral rental evidence was given by the Tenant.

The law

18. The Tribunal must first determine that the Tenant's notice under s.13(4) satisfied the requirements of that section and was validly served.
19. The Housing Act 1988 s.14 requires the Tribunal to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
20. In so doing the Tribunal is required by s.14(1), to ignore the effect on the rental value of the property of any relevant Tenant's improvements as defined in s.14(2) of that Act. They also have regard for any dilapidations and obsolescence. Findings of a Rent Tribunal for comparable property are not admissible rental evidence.
21. A copy of the relevant legislation is at Appendix A.

Valuation

22. The Tribunal has had regard to any relevant rental evidence supplied by the parties, together with the Tribunal's own knowledge and experience of rental levels in and around the locality of the property. On this basis, it was

their opinion that if the flat were in the same condition and managed to the same standard as those available to let on the open market the rental value would be **£1,750.00 month**.

23. The property exhibits some dilapidation. It is acknowledged all soft furnishings, white goods and furniture are provided by the tenant.

23 Table 1 below provides details of the market rent calculation:

106 Dibdin House Maida Vale London W9 1QF				
Market rent calculation in accordance with Housing Act 1988 Section 13				
Market rent		£1,750.00	per month	
Disregards			Deduction per month	Deduction as %
Furnished by tenant			£87.50	5.00%
Tenant White Goods			£87.50	5.00%
Internal improvements to kitchen and upgraded bathroom including replacement of WC				
Replastered internal wall surfaces				
Repair and improvement to internal joinery				
Supplied and installed new light fittings				
Removed fireplaces and made good			£175.00	10.00%
Dilapidations/Material rental matters				
Mould on internal wall surfaces			£87.50	5.00%
Isolated damp in kitchen			£43.75	2.50%
	Adjustment total		£481.25	27.50%
Adjusted Market Rent			£1,268.75	per month

- 24 After careful consideration, the Tribunal determined that a deduction from market rent of 27.50% was appropriate and reasonable to reflect the dilapidation and obsolescence of the property. The Tribunal is cognisant of the contribution made by the Tenant through the provision of carpets, curtains, furniture, white goods and soft furnishings. It is also aware of the significant contribution to rental value afforded by the Tenants' improvements throughout her tenancy.

Decision

25. The Tribunal first determined that the rent Notice under s.14 satisfied the requirements of that section and was served in time.
26. In coming to its decision to the rent the Tribunal applied the relevant law appended at Appendix A.
27. The decision of this Tribunal has regard for the evidence provided either in the written submissions of the parties or that gathered at any inspection of the premises.

28. After careful consideration the Tribunal determine that a rent of **£1,268.75 month** is appropriate for this dwelling in present condition.

29. This rent will take effect from.

Name:	Ian Holdsworth	Date of	23 June 2025
	Valuer Chairman	reasons:	

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 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.

If the Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

Appendix A

Housing Act 1988

14 Determination of rent, by rent assessment committee.

- (1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy: -
 - (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates.
 - (b) which begins at the beginning of the new period specified in the notice;
 - (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and
 - (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.
- (2) In deciding under this section, there shall be disregarded: -
 - (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;
 - (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement: -
 - (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
 - (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and
 - (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.
- (3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is relevant improvement if either it was carried out during the tenancy to which the notice relates or the following conditions are satisfied, namely: -
 - (a) that it was carried out not more than twenty-one years before the date of service of the notice; and
 - (b) that, always during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and

- (c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.
- (4) In this section 'rent' does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements.

