



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

**Case Reference** : **LON/00BG/MNR/2024/0027**

**Property** : **112 Offord Road, London, N1 1PF**

**Tenant** : **Jim Gatt**

**Landlord** : **Ronald Agius**

**Representative** : **Ronald Fletcher Baker LLP  
Counsel - Ashpen Rajah**

**Type of Application** : **Determination of a Market Rent  
under sections 13 & 14 of the Housing  
Act 1988**

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

**Date and Venue  
of Hearing** : **14 May 2025 at  
10, Alfred Place, London, WC1E 7LR**

**Date** : **1 July 2025**

---

**DECISION**

**The Tribunal determines a rent of £1,610 per calendar month with  
effect from 16 October 2024.**

---

## REASONS

### Background

1. The Landlord, Ronald Agius, served a notice under Section 13(2) of the Housing Act 1988 in relation to 112 Offord Road, London, N1 1PF (the subject property). The Notice was dated 10 September 2024 and proposed a new rent of £2,619 per calendar month in place of the existing rent of £1,500 per calendar month to take effect from 16 October 2024. The proposed monthly rent included £267 for council tax and £52 for water charges.
2. On 14 October 2024, under Section 13(4)(a) of the Housing Act 1988, the Tenant, Jim Gatt, referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent.
3. Having considered the preliminary issue of jurisdiction on the papers, the Tribunal determined on 28 January 2025 that it does have jurisdiction and issued Directions, dated 29 January 2025, setting out a timetable for submissions and return of Reply forms.
4. The Landlord replied that they were content for the matter to be decided on papers. The Tenant requested an inspection and hearing.
5. The subject property was first let to the Tenant in 2006 without a written agreement. The arrangement was formalised on 16 August 2018 with a fixed-term tenancy agreement for the period 16 August 2018 to 16 August 2019. At the end of this period, the tenancy automatically became a statutory periodic tenancy on the same terms.
6. The terms of the tenancy agreement relevant to this case are as follows:

*3) The electricity and water bills, as well as the consumption thereof, shall be borne by the Lessee, and paid within one week not to incur any penalties issued by the department. [...]*

*6) The cleaning of baths, sinks, drains and any minor defects such as electricity bulbs or minor fuses are to be borne by the Lessee. The Lessee shall not permit as a result of negligence on his part any water or other liquids to soak through the floors and ceilings of the premises and if such an event occurs, indemnify the Lessor against consequential damages sustained by him. This only applies through negligence of the Lessee.*

*However, extraordinary repairs of the premises are to be borne by the Lessor unless such repairs are due to the negligence of the Lessee. The Lessor undertakes to execute such repairs expeditiously so as not to hinder the occupation of the premises by the Lessee. The tenant*

*undertakes to use an extremely careful manner, equipment and appliances in the apartment.”*

## **The Law**

7. The law is found in section 14 of the Housing Act 1988 (‘the 1988 Act’), which, insofar as is relevant to this application, provides:

### ***14 Determination of rent by tribunal.***

*(1) Where, under subsection (4)(a) of section 13 above, a tenant refers to the appropriate tribunal a notice under subsection (2) of that section, the appropriate tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the appropriate tribunal 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—*

*[...]*

*(2) In making a determination under this section, there shall be disregarded—*

*[...]*

*(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.*

*[...]*

*(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, in respect of council tax 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.*

*(5) Where any rates in respect of the dwelling-house concerned are borne by the landlord or a superior landlord, the appropriate*

*tribunal shall make their determination under this section as if the rates were not so borne.*

*[...]*

*(7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal (subject, in a case where subsection (5) above applies, to the addition of the appropriate amount in respect of rates) shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.*

*[...]*

## **Hearing and Inspection**

8. A hearing was held at 10:45 am on 14 May 2025. Jim Gatt, the Tenant, attended in person and was accompanied by his son, Jordon Gardner-Gatt. The Landlord, Ronald Agius, did not attend, but was represented by counsel, Ashpen Rajah, with Marissa Lawrence of Ronald Fletcher Baker LLP also in attendance.
9. Although the Tribunal did not direct either, the Landlord provided a helpful hearing bundle and their skeleton argument the day before the hearing. These had been copied to the Tenant by email but, perhaps because it was not expected, the Tenant had not seen either prior to the hearing. As the Landlord provided a paper copy of the bundle for the Tenant at the hearing, the bundle was accepted so that, if needed, it could be used to refer to specific documents during the hearing. The Tenant took a few moments to look at the skeleton, which appeared to summarise points already made in written submission, and it was agreed that Landlord's counsel would talk through the Landlord's arguments so that the Tenant had the opportunity to respond.
10. On the afternoon of the 14 May 2025, the Tribunal carried out an inspection of the subject property. The Tenant and the Landlord's representative, Marissa Lawrence, were present.

## **The Property**

11. The Tribunal found the property to comprise a self-contained lower and upper ground floor flat in a Georgian terrace house. The external walls are solid brick with stucco rendering to the lower and upper ground floors and window surrounds, with wooden sash windows under a pitched roof. There are four steps up from the pavement to the communal front door with wrought iron railings around the lower ground floor light well.

12. The entrance door to the subject property is from a communal hallway. There is a through living room and kitchen on the upper ground floor, with two bedrooms, a bathroom and 'airy' or utility room on the lower ground floor.
13. The entrance door opened into the upper ground floor room, with a second door, which had been sealed. There were sash windows to the front and rear, the rear sash had a broken pane, and the lower sash cord was broken. There was some cracking to the ceiling throughout the room. There was an oil-filled radiator in the living area and a number of electric radiators throughout, but no centrally controlled heating. The kitchen was fitted with floor and wall cupboards to one wall, which were dated and tired. There was a dishwasher, which belonged to the Tenant, a built-in oven with hob and extractor fan over and a fridge/freezer, all provided by the Landlord.
14. In the hall on the lower ground floor, an electric radiator and cupboard with the boiler in were pointed out. The rear bedroom showed signs of damp to the rear wall and skirting, along with signs in places that black mould had been cleaned away. There was an air vent, but it appeared to be blocked. The Tenant had positioned disposable dehumidifiers in the room. The bedroom to the front had a slightly lower ceiling and there was a damp odour in the room.
15. The 'airy' housed a washing machine and tumble drier. The plaster on the external wall was blistering and showing signs of rising or penetrating damp. This may have been affecting the adjacent bedroom.
16. There were signs of rising damp in the bathroom entrance doorway, along with black mould on the ceiling above. The bathroom was fitted with a panelled bath, shower cubicle, basin, WC, bidet and electric towel rail. There were two high level windows, one of which was suffering from rot and did not open, the other had recently been repaired so that it now opened. The walls were tiled and there was signs of black mould having been cleaned from the grouting.
17. Through-out there were a mixture of floor and window coverings. There is access to the rear shared garden from the upper ground floor via the flat roof above the bathroom and stairs down. The threshold to the external door, above the bathroom entrance, was rotting. The flat roof appeared to be in need of some repair or renewing. The garden is small with a brick shed/out house, which the Tenant said they did not have access to.

## **Evidence**

18. Along with their own observations during the inspection, the Tribunal has carefully considered the oral submissions at the hearing and written submissions provided by the Tenant and the Landlord, including photographs, invoices, copies of correspondence and

valuation evidence. The following summarises the most relevant points in determining the market rent.

19. The Landlord provided a copy of a Foxtons 'N1 Rental Report' dated 3 January 2025. This showed an average rental value for 2-bedroom properties in N1 postcode in a range of £530.77 - £1,577.69 per week (£2,300 to £6,836.66 per calendar month). They also provided an OpenRent estimated valuation of £2,320 calendar per month, falling within a range of £1,940 to £2,660 per calendar month. OpenRent appear to provide an online calculator, which estimated the rental value (and range) based on details entered into it, in this case, that the property has 2 bedrooms, 1 bathroom, is furnished, has garden access and is well-maintained.
20. The Tenant provided two OpenRent calculations from March 2025. The first assumed the property to be 'tired' and estimated the rent at £1,900 per calendar month (range of £1,560 to £2,170) and the second assumed the property to be 'well-maintained' and estimated a rent of £2,120 per calendar month (range £1,730 to £2,410). Both these were below the proposed rent of £2,300 (net of council tax and water rates).
21. At the hearing, the Landlord referred to the Open Rent estimate obtained by the Tenant and explained that, on further investigation, it seemed that it was possible to achieve quite different estimates depending on how you entered the information, including address, into the calculator. For this reason, the Landlord suggested the Tribunal should put greater weight on the other evidence provided.
22. In their written submission, the Landlord went on to provide copies of three available lettings downloaded from Rightmove. They also drew the Tribunal's attention to these comparables in the hearing and submitted that they supported a rent of £2,300, net of council tax and water rates, with effect from 16 October 2024:
  - A two-bedroomed flat in Offord Road – listed as two-bedrooms with an open-plan lounge, and available to let on 14 February 2025 at £2,491.70 per calendar month. From the photographs and description, the flat was newly renovated with a modern fitted kitchen, wooden flooring throughout and gas fired central heating. There was an option to take this property on a furnished or unfurnished basis but it did not say whether the asking rent included furniture or not.
  - A 2-bedroomed duplex in Offord Road – offered unfurnished and listed as having two bathrooms (one ensuite), open plan reception with high ceiling, period features, contemporary kitchen, private garden. This was available to let on 14 February 2025 at £3,250 per calendar month.
  - A 2-bedroomed flat in Arundel Square, Bambury – offered furnished and listed as being a large and well-maintained first

floor flat with period detail and views across Arundel Square gardens. From the photographs, there appears to be a modern kitchen and wooden flooring. This was available to let on 17 February 2025 at £2,500 per calendar month.

23. The Tenant accepts that the three Rightmove comparables provided by the Landlord are similar in age but points out the following differences:
  - Offord Road (£2,492) is *“a brand new refurbishment, with modern fitted kitchen, and gas central heating”*.
  - Offord Road (£3,250) *“includes use of a private garden, two bathrooms (one ensuite) and central heating”*.
  - Arundel Square (£2,500) *“includes central heating, and a modernised kitchen”*.
24. The Tenant did not provide their own comparable evidence, explaining that the subject property lacked a number of common features, namely that the subject property *“has not had any modern renovations, has no central heating, no gas safety certificate, no efficiency rating, and shared utility bills between the two flats”*, making it difficult to compare to those available to let.
25. The Tenant goes on to submit that *“a proposed rent increase of 74% seems unjustified”*.
26. In response, the Landlord explained that the increase may be 74%, but this did not represent an annual increase; the rent had been £1,500 per calendar month since 2018, meaning it had been below the market level for a number of years.
27. At the hearing, the Landlord asked the Tribunal to set the rent at £2,629 per month inclusive of monthly charges of £267 for council tax and £52 for water with effect from 16 October 2024, or, in the alternative, £2,300 per month exclusive of council tax and water rates. The Tenant, when asked by the Tribunal, said that they thought the rent should be £1,800 per calendar month inclusive of Council Tax and Water Rates.
28. The Landlord accepts that the property, if occupied in a tenant-like manner and given the passage of time, would show some signs of reasonable wear and tear, but asserts that the property was handed to the Tenant in 2006 fully furnished and newly renovated and that the Tenant is responsible for repairs and maintaining the property. Photographs of the property now and at the time it was first occupied by the Tenant were provided.
29. The Landlord goes on to submit that they have carried out regular repairs to address issues as they were raised by the Tenant and provided a schedule of works and copies of bills and receipts as evidence. The schedule spans the period June 2014 to 2022 and ranges from replacement of a carpet (2014) and the washing machine (2016),

plumbing works/repairs (2015/2016), including to the shower, and repairs to the roof and guttering (2022).

30. On questioning, the Landlord's representative accepted that the age of the fixtures and fittings should be taken into consideration.
31. The Tenant was uncertain whether all the older photographs were taken at the time of the letting and were able to identify some elements that they thought were not as they had found it. The Tenant agreed that the property had been furnished, listing a number of the items, however, they submitted that they had gained permission to remove a bed, so they could make use of their own, and replace the sofa as it was old and in need of replacement. The Tenant had also replaced a number of smaller kitchen appliances over the year, including the microwave and kettle, but said they had permission to do this as the items were no longer fit for purpose.
32. The Tenant referred to the general condition of the property now and the lack of various improvements that would be considered common or normal in today's letting market. This included the lack of central heating, double-glazing, fire doors, fire or sound insulation, carbon-monoxide detectors, and gas or electricity safety certificates, and that the smoke alarm is not 'hard-wired' or to the current standards.

### **Determination and Valuation**

33. It is helpful to start by determining what is to be included in the rent. It is unclear why the Landlord decided to include council tax and water rates in the proposed new rent when it had not been included before. Council tax is the responsibility of the occupier of a dwelling. In this case, there was one council tax band for the whole building, although the Tenant informed the Tribunal, that the relevant authority had inspected with a view to separately assessing the two flats. This presumably will remove the need for the Landlord to set a rent to include council tax.
34. Accepting that there are single supplies of each utility to the building, rather than separate supplies to each flat, it is not clear why the Landlord is seeking reimbursement for the water rates only through the rent. The tenancy agreement says that the Tenant is responsible for both water and electricity and the Landlord submits that the Tenant "*would remain liable for the electricity and any other bills*".
35. As a result, the Tribunal determines the market rent exclusive of council tax and water rates.
36. Moving on to the market rent, in assessing the rent payable under the tenancy agreement, the Tribunal first seeks to ascertain the open market rental value of the property given its size and location were it to

- be let in the open market, on the assumption that it is in good tenable condition.
37. The Tribunal agrees with the Landlord that valuations provided by OpenRent are not particularly helpful and do not carry the same weight as individual lettings, which can be readily compared to the subject property. However, the Tribunal also notes that the comparables provided by the Landlord are advertisements of properties to let in February 2025, rather than evidence of actual rents achieved in the market in or around October 2024.
  38. The Tenant makes the point that the three comparables have central heating and are generally modern in fit, one having been newly refurbished and one with an additional bathroom.
  39. Having carefully considered and weighed up all the evidence provided by the parties, as set out above, and the Tribunal's own expertise and general knowledge of rental values in the area, the Tribunal determines that the open market rent for the subject property furnished, exclusive of council tax and utilities, but in a modern, good tenable condition, including central heating, would be in the region of £2,300 per calendar month.
  40. From this level of rent, the Tribunal has considered the evidence of both parties and its own observations on inspection, and has made adjustments particularly in relation to:
    - **Damp and mould** - During the inspection, the Tribunal observed damp and mould growth in a number of places. The Tenant had taken steps to clean and had used disposable dehumidifiers to attempt to manage the mould, but the cause appeared to relate to the need for '*extra-ordinary repairs*' and remedies to resolve issues with windows, blocked ventilation, rotten timbers and the flat roof above the bathroom.
    - **Kitchen not to a modern standard** – Although serviceable, the age and standard of the kitchen does not meet modern expectations for this type of location. The Rightmove comparables all had either newly fitted or modern kitchens and it would be reasonable to expect a discount in rent where this is not the case.
    - **Lack of central heating** – although there are number of older electric plug in radiators, there is no modern gas-fired, or other, centrally controlled heating.
  41. The full valuation is shown below:

Market Rent		per calendar month
		£2,300
<i>Less</i>		
Damp and mould	)	
Outdated kitchen	) approx. 30 %	
Not centrally heating	)	
		<u>£690</u>
		£1,610

42. The Tribunal determines a rent of £1,610 per calendar month.

### **Hardship**

43. The Tribunal asked the Tenant to confirm that they were not asking the Tribunal to determine a later date on the grounds of hardship. The Tenant said that the proposed increase was significant and, as such, it would be difficult to find, particularly if it was backdated, and that this would cause them hardship. However, no evidence of hardship was provided.

### **Decision**

44. The Tribunal therefore determined that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy was **£1,610 per calendar month**.

45. The Tribunal directs the new rent of £1,610 per calendar month to take effect on **16 October 2024**, the rent start date set out in the Landlord's Notice of Increase. The Tribunal was not satisfied that the rent start date proposed in the Landlord's notice would cause the tenant undue hardship.

**Chairman: Mrs Ratcliff MRICS**

**Date: 1 July 2025**

## **APPEAL PROVISIONS**

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).