



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

Case Reference : **LON/00AT/MNR/2025/0617**

Property : **13 Fishers Lane, Chiswick,
W4 1RX**

Tenant : **Mr Vincent Griffin**

Landlord : **BPT (Bradford Property Trust)
Ltd**

Type of Application : **Section 13 Housing Act 1988**

Tribunal Members : **Ms S Beckwith MRICS
Mr N Miller**

**Date and Venue of
Hearing** : **3 July 2025 at 10 Alfred Place,
London, WC1E 7LR**

Date of Decision : **3 July 2025**

DECISION

The Tribunal determines a rent of £415 per week with effect from 3 July 2025.

REASONS

Background

1. On 25 October 2024 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £438 per week in place of the existing rent of £263.50 per week to take effect from 7 December 2024.
2. On 29 November 2024 under Section 13(4)(a) of the Housing Act 1988, the Tenant referred the Landlord's notice proposing a new rent to the Tribunal for determination of a market rent. The Tenant's referral was received by the Tribunal on 2 December 2024.
3. An issue with regards to jurisdiction was raised by the Tribunal on 12 March 2025. The Tribunal invited submissions from the parties by way of a Reply Form, which included the right to request a hearing. No hearing was requested and the Tribunal determined it had jurisdiction on 23 April 2025. Its decision notice included the rights of appeal. No appeal was received.
4. The Tribunal issued Directions with regards to determination of the rent dated 23 April 2025, setting out a timetable for submissions and return of Reply forms.
5. The Landlord and the Tenant both returned their Reply forms and made submissions as to the history of the tenancy, condition of the property, location and environment. The Landlord submitted details of comparable properties being marketed in support of the proposed rent increase.

Background to Tenancy

6. The Tenant's mother, Mrs K Griffin, occupied the Property under a Regulated Tenancy under the Rent Act 1977. Mrs Griffin passed away in March 2024.
7. Under Schedule 1 of the Rent Act 1977 (as amended by the Housing Act 1988), a member of the original Tenant's family, who was residing with them at the time of and for a period of two years before their death, is entitled to an Assured Tenancy by succession.
8. The Landlord has confirmed the Tenant's succession of his mother's tenancy.
9. The Tenant therefore now has an Assured Tenancy under the Housing Act 1988. The Landlord is entitled to request a market rent, which they did by serving notice on the Tenant.

Law

10. 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) [...] 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—

(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 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.

(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 a 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, at all times 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.

(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

11. A hearing was held on 3 July 2025. Mr Griffin, the Tenant, attended in person and was accompanied by his sister, Mrs Cull. The Landlord, BPT (Bradford Property Trust) Ltd, did not attend.
12. The Tenant confirmed that there were no improvements to the Property, which have taken place since the succession of the tenancy.
13. The Tenant outlined issues with the roof of the house and the second roof to the single storey rear extension. They confirmed that the main roof had been fixed by the Landlord and no longer leaks. There are ongoing leaks to the rear extension roof. This has caused damage to the internal plasterwork. The Tenant advised that he has previously repaired the damage, but due to ongoing leaks, the issues keep returning and he has stopped attempting to repair the damage until the issue is resolved.
14. The Tenant also outlined repair issues with respect to the windows, doors, mould and damp, as well as an issue with mice.
15. The Tenant did not present any comparable evidence as to what they believed the Property to be worth. When asked about the level of rent applied and deductions made by the Landlord in their submissions, the Tenant expressed that they did not consider the level of deductions adequately accounted for the state of the property including the lack of

central heating, ventilation, dated kitchen and bathroom and repair issues. The Tenant considered the rent already paid by their late mother to be expensive.

Inspection

16. The Tribunal has carried out an inspection of the property on 3 July 2025.
17. The Tribunal found the property to be a three-storey terraced house, located in West London, close to Chiswick High Road and a short walk from Turnham Green and Chiswick Park underground stations. The house has a kitchen, utility room, bathroom, two reception rooms and three bedrooms. All rooms are of a good size, and in the case of bedrooms, would be classed as double rooms. There is a small concrete yard area to the rear of the house, which is largely taken up with a shed.
18. There is no central heating. The windows are original single glazed wooden framed and externally not in good repair. The Tribunal noted issues with the guttering and pipework.
19. On the ground floor, the front room is currently used as an office. The windows to this room do not open. The second room is used as a bedroom. The window of this room does not open fully and has bars across it on the outside. The bathroom is at the rear of the ground floor within a single storey extension. There is a sink and bath. The boiler is located above the bath and there is no shower. Through the bathroom is a utility room. There is a separate room with original Victorian WC with cistern and no sink within this room. The windows in the bathroom, utility room and WC do not open.
20. The stairs to the first floor are relatively steep and narrow. The kitchen on this level has cupboard units and worktops along one wall. There is a sink and cooker. The second room is used as a lounge. One of the windows is cracked.
21. The third floor contains two rooms used as bedrooms. The window cannot be opened in one of these rooms. The skylight above the stairs is cracked.
22. There is evidence of partial repair to the front door, which has damaged the neighbouring wall. The rear door to the yard has a gap at the top when closed.
23. A large area of plaster is missing from the hallway where the roof has leaked. There was evidence of previous leaks in the ceiling of the ground floor bedroom, kitchen and one third floor room.

Evidence

24. The Tribunal has carefully considered the written submissions provided by both parties, the oral submissions and evidence given by the Tenant at the hearing, and their own observations from the inspection.
25. The Landlord and Tenant agree that the floor and window coverings and white goods belong to the Tenant and that the Tenant is responsible for internal repairs and decoration.
26. The kitchen and bathroom were installed by the Tenant's parents when they moved into the property. They date from 1960s and are therefore not in line with modern expectations.
27. The Landlord provided within their written submissions the marketing particulars of three properties on the market within one mile of the Property. The properties have three or four bedrooms and were on the market at quoting rents between £2,800 per calendar month and £3,500 per calendar month. The Landlord has not provided confirmation of completed transactions on these properties, so the Tribunal does not have details of the rents agreed or terms of any completed tenancies.
28. The Landlord also provided a valuation of the Property with deductions for the Tenant's provision of white goods/floor covering etc, lack of central heating, dated bathroom, original windows, dated kitchen and no garden or parking. They did not provide any reasoning or evidence as to why they had applied the deductions chosen.

Determination and Valuation

29. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to let in the open market by a willing landlord under an assured tenancy having regards to the specific conditions in s14 of the 1988 Act. Although the Tribunal appreciates the difficulty of the situation, the personal circumstances of the Tenant are not relevant to determining the market rent.
30. Having consideration of our own expert, general knowledge of rental values in the area, we consider that the open market rent for a similar sized property (including the nature of the rear yard), in the condition considered usual for such an open market letting, would be in the region of **£3,000 per calendar month**.
31. From this starting point, the Tribunal adjusts to allow for the differences between the terms and conditions considered usual for such a letting and the condition of the actual property at the date of the determination. Tenant's improvements are to be disregarded for the purpose of the valuation, however, there are none in this case.

32. There are substantial differences between the condition a property would be expected to be presented on the open market and the configuration and condition of the subject property. The Tribunal has taken into account the following factors:
- The Tenant has provided all furniture, floor and window coverings and white goods, which would usually be provided by a landlord in the open market.
 - The terms and conditions of the tenancy are such that the Tenant is responsible for internal decorations.
 - The kitchen and bathroom date from the 1960s and are not in line with modern expectations.
 - There is no central heating.
 - Many of the windows do not open resulting in poor ventilation and damp and mould issues.
 - The general poor condition of the property, including the external doors, windows and roof to the rear ground floor.
33. These are significant disadvantages, which would affect attractiveness of the property and therefore the rent that would be achievable. The Tribunal has made a **40%** discount to the assumed open market rent to reflect the actual amenities and condition of the property.
34. The full valuation is shown below:

		Per calendar month
MARKET RENT		£3,000
<i>Less</i>		
Tenant's provision of white goods, carpets, etc)	
Terms of tenancy)	
Poor ventilation)	
No central heating)	approx. 40%
Dated kitchen / bathroom)	£1,200
Poor condition of the exterior of the property)	
Market rent less deductions		<hr/> £1,800
ADJUSTED MARKET RENT		£1,800

35. The Tribunal determines a rent of £1,800 per calendar month and this equates to £415 per week.

Hardship

36. In the Tenant's written submission and at the hearing, they raised both financial and health concerns and asked the Tribunal to determine a later rent start date.

37. The Tribunal were provided with details of the Tenant's income and outgoings and that, as such, he would be unable to pay the new increased rent, nor have the means to pay any backdated increase. In addition, the Tenant explained that the stress caused by worrying about losing his home has been detrimental to his well-being and mental health.
38. Under s14(7) of the 1988 Act, the rent determined by the Tribunal is payable from the date specified in the landlord's Notice of Increase. However, if it appears to the Tribunal that it would cause undue hardship to the tenant, the Tribunal may direct that the rent will become payable from a later date, up to the date of determination. Undue hardship is often taken to relate to the financial impact of a decision, but it can be subjective, and, in this case, a wider meaning is taken into consideration.
39. The Tenant's evidence about his situation was accepted by the Tribunal. This is a particularly significant increase in rent, which would otherwise be backdated by 7 months or so. It is not unreasonable to accept that this would cause both financial and personal hardship.
40. The Tribunal is therefore satisfied that a starting date of that specified in the Landlord's notice would cause the Tenant undue hardship and determines that the increased rent should become payable from the date of this decision.

Decision

41. The Tribunal has 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 £415 per week.
42. The Tribunal directs the new rent of **£415 per week** to take effect on **3 July 2025**, the date of this decision.

Chairman: Ms S Beckwith MRICS

Date: 3 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).