



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

Case Reference	:	LON/00BE/MNR/2024/0034
Property	:	34C Vicarage Grove, London SE5 7LY
Tenant	:	Ms Zdravka Ivanova Atesheva
Landlord	:	Halifax Management Ltd
Date of Objection	:	10 February 2024
Type of Application	:	Determination of a Market Rent Sections 13 & 14 of the Housing Act 1988
Tribunal	:	Mrs S Phillips MRICS Valuer Chair Mr J Francis
Date of Reasons	:	16 July 2025

DECISION AND REASONS

**The Tribunal determines a rent of £1,935 per calendar month with
effect from 1 February 2024.**

REASONS

Background

1. By an application dated 10 February 2024, Ms Zdravka Ivanova Atesheva, the tenant of 34C Vicarage Grove, London SE5 7LY (the subject property) referred to the First-tier Tribunal (the Tribunal) a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988 (the 1988 Act).
2. The Landlord, Halifax Management Ltd., served a notice proposing an increase in the rent. The notice proposed an increase in the rent from £1,900 per month to £2,400 per month. The notice was dated 20 December 2023 and proposed a starting date for the new rent of 1 February 2024.
3. Originally the Tenant had emailed the Tribunal requesting an application be made to challenge the Notice of Increase without the correct form having been completed. Subsequently the application was submitted after the effective from date for the increase. There was therefore a jurisdictional point that needed to be dealt with prior to the Tribunal progressing the application being determined.
4. On 21 March 2024 the Tribunal issued a decision determining that it did not have jurisdiction in this matter. The Tenant appealed that decision and, in their decision of 4 October 2024, the Upper Tribunal (Lands Chamber) allowed the Tenant's appeal and remitted the application to the First-tier Tribunal for determination.
5. The Tribunal issued Directions on 7 November 2024 instructing the parties to provide all relevant information and submissions upon which they wished to rely in this appeal. The matter was then listed for a hearing on 30 June 2025.
6. An inspection was made of the property on the 30 June 2025 and the Tribunal has made its findings on the evidence from that inspection and that provided to it in writing and submissions at the hearing.

The Law

7. In accordance with the terms of section 14 of the 1988 Act, the Tribunal proceeded 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.

8. In so doing the Tribunal, as required by section 14(2), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in sections 14(2) and (3) and any reduction in the value caused by a failure by the tenant to comply with any terms of the tenancy. Section 14 is reproduced at the end of these reasons.

The hearing and evidence

9. At the hearing the Tenant had a friend accompany her who was able to provide assistance in translating requests by the Tribunal and statements being made by the Tenant.
10. The Landlord was not present for the hearing.

Tenant's Submissions

11. During the hearing the Tenant wanted to clarify if any documentation had been received from the Landlord as she had not had sight of anything from them. The Tribunal confirmed that they too had not received anything from the Landlord following the determination on the point of jurisdiction.
12. The Tenant advised the Tribunal that there are a number of areas where maintenance and repair had not been undertaken and were causing a lot of issues for her. These included cracks in the wall, water ingress when it rained, mould and damp as a result of this as well as cracking window sills and doors. The Tribunal were advised to review the photographs that had been provided.
13. When asked about the market rent and what level it should be, the Tenant advised that she felt it should not increase above its current level of £1,900. This is due to the continued repair issues that she faces together with the property being unfurnished when she first occupied it.

Landlords' Submissions

14. Other than submissions made by the Landlord to the Tribunal on the point of jurisdiction, nothing further was received by them.

Inspection

15. The Tribunal inspected the property on 30 June 2025 in the presence of the Tenant. The property is a second floor, two-bedroom flat over two storeys located in a converted Victorian terrace property.
16. Central heating is installed throughout the property. From the main door you go up a flight of stairs to get to the property.

17. At the top of the stairs there is then a shower room to the left. This includes a shower, toilet and sink. There appears to be a significant amount of black mould on the ceiling. There is a wooden framed double-glazed window.
18. There is then what the Tenant described as a storage room. There were some small signs of cracking, but they appeared to be aesthetic rather than structural or significant disrepair. There is a wooden framed double-glazed window.
19. Further along the hall there is then a single toilet. Due to the levels in the property this room is not utilised as the flushing does not work due to the levels.
20. The stairs then take you up to the next level where there is the kitchen. There appears to be historic evidence of a leak affecting the corner of the ceiling. A good number of cabinets are installed, and a new boiler has been installed by the Landlord. There is a standalone cooker, oven and washing machine, although the oven is not currently working. There is a sink and draining board and the floor is tiled. There is also a single glazed wooden framed window.
21. From the window in the kitchen the external guttering was visible. This appeared to be misaligned and in need of repair.
22. The living room has laminate wooden flooring and has two large wooden framed double glazed sash windows. The curtains have been provided by the Tenant.
23. The flooring in the hallway area outside of the living room area appears to be deteriorating. The window in the hallway does not stay open and the Tenant needs to use an object to wedge the window open. The banister in the hallway is pulling away from the wall.
24. The second bedroom is of a good size with a large wooden framed double-glazed window. A ventilation fan has been installed on the wall without the final finishing, meaning that aesthetically there is some decorating needed around the fan.
25. The main bedroom is a large area with wardrobes and a double bed. There appeared to be a small crack by the door but an aesthetic point. The outside window sill paint is dated.

Determination and Valuation

26. The Tribunal initially needs to determine what rent the Landlord could reasonably be expected to obtain for the property in the open market if it were let today in the condition that is considered usual for such an open market letting. In doing this, the Tribunal will consider the rental value of the property but must not consider the

personal circumstances of the Tenant, as that is not a factor envisaged by the Act.

27. No comparable information was provided by either party. Having consideration of our own expert, general knowledge of rental values in the area, we consider that the open market rent for the property in good tenable condition would be in the region of £2,150 per calendar month for the subject property as of December 2023 (the time that the Notice of Intention was issued by the Landlord).
28. Next, the Tribunal considered if there were any elements in the subject property that needed to be considered and reflected via adjustments to the market rent. From this level of rent we have made adjustments in relation to no provision of white goods, no curtains, the mould and damp issues and the loose banister.
29. The full valuation is shown below:

Market Rent	Per calendar month £2,150
<i>Less</i>	
No white goods) 3%	
No curtains) 3%	
Mould & damp issues) 3%	
Loose banister) 1%	
	<u>£215</u>
	£1,935

Hardship

30. Under section 14(7) of the 1988 Act, the Tribunal has a discretion to fix the starting date for the new rent from any point in time between the date set out in the notice of increase to the date that the rent is determined, if it appears to the Tribunal that the increase in rent would cause undue hardship to the tenant.
31. There were no submissions or evidence was provided to the Tribunal substantiating a claim for hardship.

Decision

32. The Tribunal determine that the market rent for the subject property is **£1,935** per calendar month. This is effective from **1 February 2024** being the date specified on the Landlord's notice.

Chairman: Mrs S Phillips MRICS

Date: 15 July 2025

APPEAL PROVISIONS

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber). Any such application must be made within 28 days of this decision (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013. Any appeal in respect of the Housing Act 1988 should be on a point of law.

ANNEXE

Housing Act 1988

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—

- (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—

- (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 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.

(3A) In making a determination under this section in any case where under Part I of the Local Government Finance Act 1992 the landlord or a superior landlord is liable to pay council tax in respect of a hereditament (“the relevant hereditament”) of which the

dwelling-house forms part, the [appropriate tribunal] 5 shall have regard to the amount of council tax which, as at the date on which the notice under section 13(2) above was served, was set by the billing authority—

- (a) for the financial year in which that notice was served, and
- (b) for the category of dwellings within which the relevant hereditament fell on that date,

but any discount or other reduction affecting the amount of council tax payable shall be disregarded.

(3B) In subsection (3A) above—

(a) “*hereditament*” means a dwelling within the meaning of Part I of the Local Government Finance Act 1992,

(b) “*billing authority*” has the same meaning as in that Part of that Act, and

(c) “*category of dwellings*” has the same meaning as in section 30(1) and (2) of that Act.

(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] 6 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] 7 shall make their determination under this section as if the rates were not so borne.

(6) In any case where—

(a) the appropriate tribunal have before them at the same time the reference of a notice under section 6(2) above relating to a tenancy (in this subsection referred to as “the section 6 reference”) and the reference of a notice under section 13(2) above relating to the same tenancy (in this subsection referred to as “the section 13 reference”), and

(b) the date specified in the notice under section 6(2) above is not later than the first day of the new period specified in the notice under section 13(2) above, and

(c) the appropriate tribunal propose to hear the two references together,

the appropriate tribunal shall make a determination in relation to the section 6 reference before making their determination in relation to the section 13 reference and, accordingly, in such a case the reference in subsection (1)(c) above to the terms of the tenancy to which the notice relates shall be construed as a reference to those terms as varied by virtue of the determination made in relation to the section 6 reference.

(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 committee may direct.

(8) Nothing in this section requires the appropriate tribunal to continue with their determination of a rent for a dwelling-house if the landlord and tenant give notice in writing that they no longer require such a determination or if the tenancy has come to an end.

(9) This section shall apply in relation to an assured shorthold tenancy as if in subsection

(1) the reference to an assured tenancy were a reference to an assured shorthold tenancy.