



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

Case reference : **TR/LON/00AT/MNR/2025/0645**

Property : **First Floor Flat, 27 Grove Park Road,
London, W4 3RT**

Tenant : **Mr Benjamin Haines & Mr Michael
Haines**

Landlord : **DAP Properties**

Date of application : **23 December 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 L Packer**

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

Date of decision : **4 June 2025**

Date of reasons : **22 July 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 **26 November 2024**, proposing to increase the rent at the property from **£1,698** per month to **£2,590** per month with effect from **29 December 2024**.
2. On **23 December 2024** the Tribunal received an application from the tenant, dated that day, 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 **10 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 accompanied by 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 4 June 2025, to be followed by an inspection later that day.

The hearing

5. The hearing was a face-to-face one held at 10 Alfred Place, London, WC1E 7LR. One of the tenants, Mr Ben Haines, appeared in person – and Ms Cristina Bolton (of the landlord's staff) and Mr Sean Brady (of Capital Properties) represented the respondent.
6. The hearing was a largely cordial affair, despite the tenant's belief that the present rental increase has been applied for as the landlord's wish the tenant to vacate the property.
7. The tenant spoke to that, and also to the condition of the property and the background matters like what furniture was provided. They averred that they had maintained the garden which had been in a poor condition when they moved in (regarding which there was some dispute); but in truth this is something of a red herring as responsibility for maintaining the garden would not noticeably impact the rental bid of a prospective tenant.
8. The tenant also, in fact in what would otherwise have been the closing submissions, highlighted that they thought the property was a 2/3 bed property rather than a true 3 bed, as the third bedroom is very small.
9. In terms of value, the tenant averred (without supporting evidence) that they had spoken to a number of estate agents in the local area, and they were aware of a recent rent of £2,560 per calendar month (pcm)

for a house nearby, compared with the fact the subject is a (multi-floor) flat. The tenant thought the value of the subject property should sit in the £2,000 to £2,200 range.

10. For their part, the landlord averred (correctly) that the fact the landlord had applied for possession of the property was not relevant to the rent. The tenants had been living there for 5 years, and the rent had not increased in all that time – during which rental growth has been large.
11. Some of the condition complained of (specifically the external disrepairs) were not, the landlord said, relevant – as they did not affect the inside of the property. As regards some of the internal condition such as damage to the plasterwork, the landlord said this had not been reported. That was disputed by the tenant, though in truth it is of no import whether it was reported or not. The Tribunal's powers in this area are solely concerned with valuing the property in the condition it was in at the proposed rental increase date (save for a handful of assumptions and disregards provided in Section 14 of The Housing Act 1988), not with allocating blame between the parties – except where strictly relevant to the Tribunal's valuation exercise.
12. As regards the number of bedrooms at the property, the landlord averred the property had been let as a 3 bed flat and was used as such.

The inspection

13. The property is a centrally heated flat over the 1st and 2nd floors of a larger period building. Externally, the building is tired decoratively and there are cracks to the brickwork, particularly of the single storey entrance area which is shared by the subject flat and the ground floor flat.
14. Access is provided via an internal staircase with a door at (raised) ground floor level to the shared entrance area. Some of the plasterwork around that internal staircase is in poor condition, being cracked and - in parts - blown entirely. At mezzanine level, there is a bathroom which is somewhat dated and basic, with some paint peeling from the ceiling in parts.
15. There are further steps up to the first floor level proper, on which is located a kitchen and living room area. The kitchen is large, but the fittings are dated. The living room is a reasonable size for a 3 bed property, but the paintwork on the outside of the (like the rest of the property, wood-frame single glazed) windows and the surrounding frame and cill are flaked. Likewise, the ironwork on top of that cill is damaged in part.
16. The second floor level is accessed via a further internal staircase, some of the plasterwork surrounding which is in poor condition. That level provides a large double bedroom to the front, a more standard double

bedroom and a third room. There was some dispute about this at the hearing as to whether it should properly be considered a bedroom or not (the tenant saying it was too small to be one). We appreciate where the tenant is coming from in making those submissions, but it is sufficiently large that it would be considered to be a bedroom in the market – albeit one which is on the small side of single bedrooms.

17. The decoration of the property, internally, in the common parts and externally as well, is tired and in need of attention.

The law

18. 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

19. Neither party, at the hearing, made significant submissions regarding the actual valuation itself. The tenant had not considered the matter precisely, and the landlord indicated that the (8) comparable asking rents they had provided were done so purely to assist the Tribunal and they had no particular submissions to make regarding them. They had tried, they averred, to provide a good range of properties (which indeed had asking rents ranging from £2,300 to £3,402 per month) to assist us.
20. We are, of course, an expert Tribunal which is well aware of general rental levels in the area, but we are grateful for the landlord seeking to provide information to assist us. That being said, we are obliged to note that – as evidence goes – the information provided was merely brief details concerning asking rents taken from an online property listing website; which holds very little weight as evidence of value.
21. The tenant thought that a reasonable value for the property would be in the £2,000 to £2,200 per month range given its condition. The landlord did not offer a figure per se, but similarly did not indicate that they wished to deviate from the £2,590 they had proposed in the notice of increase.
22. We considered the matter in line with the evidence and submissions of the parties, and our own expert knowledge of general rental values in

the area. We consider that, were the property let in good condition and on the terms considered usual for such a letting (with the furniture provided by the landlord) it might be expected to fetch around £2,750pcm in the month.

23. From this figure we made a deduction of 20% to reflect the actual condition of the subject property. In particular, in arriving at that figure we had regard to the fact it is single glazed; that is has a dated bathroom and kitchen; and the internal and external appearance and decoration (including the common parts) of the property.
24. We noted the landlord's submissions that the external condition and appearance of the property should not make a difference to its value as it did not affect the actual living space, but the external condition and appearance of a property is a value significant feature which affects rental bids – and it is therefore relevant to the valuation.
25. This provides a value of £2,200, as shown in the valuation below:

| | | |
|--------------------|---------------|------------|
| Market Rent | £2,750 | pcm |
| LESS 20% Condition | -£550 | |
| | | |
| Total | £2,200 | pcm |

Effective Date

26. 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.
27. The tenant raised, in their written submissions, that they suffered from “severe financial hardship” – which was not contested by the landlord. It was also not inconsistent with what we saw and heard both at the hearing and the inspection.
28. We considered that the tenant would suffer undue hardship were the rent to be backdated to the date set out in the notice (29 December 2024) – particularly in light of the large size of the rental increase. Accordingly, we determined that the rent should take effect from 29 May 2025, being the rent payment date before the date of our determination.

Decision

29. Pursuant to the considerations above, we determined a rent of **£2,200 per calendar month** in this matter, such rent to take effect from **29 May 2025**.

Valuer Chairman: Mr Oliver Dowty MRICS

Dated: 22 July 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).