



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

Case Reference : **HS/LON/OOAZ/MNR/2024/0679**

Property : **23 Swiftsden Way, Bromley, BR1 4NS**

Tenant : **Carmen Salguero Vega**

Landlord : **Roy Michael Dean**

Date of Objection : **30 September 2025**

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

Tribunal : **R Waterhouse FRICS
O Miller**

Date of Full Reasons : **1 August 2025**

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DECISION

**The Tribunal determines a rent of £289.38 per week with effect from
Monday 28 July 2025**

Full REASONS

Background

1. On **18 September 2025** the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of **£323.08 per week (£1400.00 per month)** in place of the existing rent of **£233.00 per week (£1009.65 per month)** to take effect from **28 October 2024**.
2. An application received **30 September 2024** was made 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.
3. The tribunal was adjourned from an earlier hearing of 6 February 2025, the reason for the adjournment was the pending County Court case that concerned an application to determine whether the landlord or tenant was responsible for payment of service charges and water charges.
4. By email 28 March 2025, the tribunal procedural Judge wrote to the parties requiring by 4pm 10 April 2025 the outcome of the County Court case.
5. By e mail 23 April procedural Judge wrote to the parties requiring by 30 June 2025 that the parties must inform the tribunal of the outcome of the County Court judgement.
6. By email 16 July the tenant confirmed the County Court had decided that the landlord was responsible for payment of water charges and service charge for the building.
7. A copy of the County Court decision dated 9 June 2025, was supplied to the tribunal, the decision showed the court had determined that the landlord was responsible under the tenancy for payment of water charges and the service charge.

Inspection

8. The Tribunal did not inspect the property.

Evidence

9. The applicant and the respondent were present at the hearing. The applicant was supported by Mr Gianpietro- Vlora
10. Directions were issued **26 November 2024** and subsequently amended **7 February 2025**; the subsequent amendment concerned the county court proceedings that were happening in parallel.

The Tenant's written submissions included:

11. A copy of the Landlord's Notice, an undated note from the tenant stating that since April 2023 the Landlord had started charging for Water and Service Charges which amounted to £116.81 per month.

12. Additionally, a completed Reply Form was submitted. Noting also that the landlord provided under the tenancy double glazing, central heating, carpets and curtains and white goods.

13. The tenant stated in the Reply Form, a number of defects ; drainage to the kitchen and bathroom, the sink floor cupboard was damaged, the kitchen and bathroom floors were damaged, as was the concrete step to the garden, and the entrance door was below fire standard.

14. A copy of a previous First tier Tribunal decision on the property from 2024 which related to a previous application on jurisdiction.

15. Additionally there was an e mail from the tenant to the tribunal dated 11 June 2025 regarding the outcome of a County Court case , “ following the hearing at Bromley CC about money claim 573MC717 on 4 June 2025 , I enclose copy of the General Form of Judgement or Order dated 9 June 2025m clearly stating that under the terms of the tenancy, the landlord Mr Dean is liable to pay the water charge and service charge.”

16. At the First –tier Tribunal hearing the tenant provided a background to the issue the following is not intended to be a verbatim record but the key points.

Condition of property

17. The property was described as a one-bedroom flat within a local authority block dating from the 1930s. The tenant had lived there since the late 1908s or early 1990s. The tenant had obtained a second-hand kitchen and had it installed. In or around 1992, works were carried out to the block, which resulted in the removal of the kitchen installed by the tenant, damage to the bath and removal of the WC. The tenant asserts that she arranged for these items, namely the kitchen, bath and WC to be replaced. These were replaced by contractors working in the building, it is asserted that these were replaced free. The tenant also has maintained the property through internal decoration.

Terms of Tenancy

18. The tenant submitted to the tribunal that water charges were the responsibility of the landlord as were the service charges levied by the freeholder to the landlord in their capacity as leaseholder. The tenant also outlined the previous rental history of the property and highlighted that she was responsible for internal decoration.

Rental level

19. The tribunal sought from the tenant two figures, a rental level that she believed the property was worth without the works that were asserted to have been carried out under her instruction, at this figure was £1000 per month. The second was what rental figure was appropriate for the property in the condition it currently is, the tenant stated £1400 per month.

Hardship

20. The tribunal questioned the tenant on the issue of hardship, whether “if” there was to be an increase in rent, whether current effective date of 28 October 2024 for the new rent to come into effect would have a detrimental impact. The tenant stated they had no savings, and it would.

The Landlords Submission

21. The landlord submitted a number of documents;

22. A schedule of comparables ranging from £1275 per calendar month to £1600 per calendar month.

23. Copies of utility bills, and a Reply Form noting that the landlord did not request a hearing or inspection.

23. At the hearing the landlord provided a background to the issue the following is not intended to be a verbatim record but the key points.

Condition of the property

24. The landlord described that he had first lived in the property in 1985 as a tenant of the council. That at a point late 1980s or early 1990s he had exercised his “Right to Buy”. The tenant and landlord had lived in the property and the landlord subsequent went abroad leaving the tenant in residence.

25. At or around 1992 the freeholder of the building, the local council, identified structural issues with the concrete fabric of the building. Works were undertaken to remediate this. The works it was said involved the removal of the fittings of the flat that is the bathroom and kitchen. The freeholder at the end of the works refitted these items. The landlord paid the freeholder for these works by way of the service charge said to be in the order of £10,000. The landlord also noted they had replaced the boiler around 7 years ago and the radiators two years ago.

Terms of the tenancy

26. The tenant and landlord in or around 2003 entered into litigation, the result of which was the determination of an assured tenancy, the terms of which form the basis of the determination of the rent at the hearing. The landlord confirmed that they were responsible for payment of water charges and service charges for the property.

Rental level

27. The tribunal asked the landlord about the comparables submitted. The landlord noted that they formed a range and that the rental value of the property now would be in excess of the level requested with the Notice, with its effective date of 28 October 2024.

Determination and Valuation

What condition should the tribunal assume for the purposes of the rent determination?

28. The tribunal understands from the tenant that they fitted a kitchen, amongst other items prior to 1992, and that these were removed during the works of around 1992. The landlord says they paid through service charge the replacement of these items. On the basis of the evidence the tribunal determines that the current kitchen and bathroom are the result of the freeholder replacing these items post works and paid by the landlord. The tribunal therefore as part of the assumption of condition and specification the rent will take into account the presence of these items. Notwithstanding this the age of the items around 32 years would have a significant impact on valuation.

What are the terms of the tenancy?

29. The tribunal first considers the issue of the water charges and service charges. The tenancy agreement notes the landlord is responsible for payment of the water charges, The tenancy is silent on the payment of service charges, The market norm for service charges levied by the freeholder of the building to a leaseholder is that the leaseholder pays the service charge to the freeholder. The leaseholder's tenant is the property is let out does not have liability for this. Indeed, the County Court determined that the landlord is responsible for the payment of water charges and the landlord is also responsible for the payment of the service charges. The parties agree that the landlord is responsible for service charges and water charges, the tribunal makes its determination of rent on this basis.

What is the rental value of the property?

30. The tribunal turns to the comparables. Contemporary comparables would be on the basis that the landlord pays the service charge as such no adjustment is needed to the comparable rents in respect of this. However, the contemporary lettings would anticipate the tenant paying utility bills which would include payment of water charges. In these circumstances a hypothetical tenant would make a rental bid higher to take into account that the landlord would pay for the water charges.

31. From the comparables provided and the wider knowledge of the tribunal the tribunal determines that the property if let in good tenantable condition and on cotemporary letting terms that is the tenant is responsible for the payment of utilities including water charges is £ 1400.00 per month.

32. To this the tribunal adds a notional figure to cover water charges. Hypothetically if there were two tenancies of identical properties one which the landlord pays the water charges and one the landlord did not, then the rent for the one where the landlord paid the charges would be increased by the amount of the charges.

33. The tribunal is not in possession of evidence of the water charges for the date of the Notice of Increase, but the papers note that for 1 April 2023 water charges were £ 56.10 per month followed by 5 payments of £56.05 per month giving for 1 April 2023 £336.35 per year. The date of the rental determination for the subject property is 28 October 2024. The tribunal making the best it can of the evidence makes an assumption that the water charges for the next financial year would be in the range of £350 per year which is equivalent to £ 29.16 per month.

34. The tribunal therefore determines the rent for the property in good tenable condition and with the benefit of the landlord paying the water charge would be £ 1429.16 per month.

35. The tenancy agreement provides at 5.8 that the tenant is responsible for internal decoration, this is different from contemporary market rents which provide for internal decorations to be carried out by the landlord.

36. The tribunal for the additional responsibility of the tenant to carry out internal decorations makes an allowance of 2.5% giving £1393.43 per month.

37. The tribunal has heard the bathroom, kitchen date from 1992 so the tribunal gives a discount compared with modern condition contemporary properties of 10%. This results in a rent of £1254.08 say £1254.00 per month equivalent to £289.38 per week.

Hardship

38. The tribunal has heard verbal evidence on hardship and read extracts from the County Court papers on this matter that have been forwarded by the parties. The tribunal determines that because of the length of time between the determination of the rent 1 August 2025 the date contained in the Notice 28 October 2024 there would be considerable hardship. The tribunal determines the date of Monday 28 July 2025 for the commencement of the new rent.

Decision

39. The Tribunal therefore determines the new rent of £289.38 per week to take effect on Monday 28 July 2025.

Chairman: R Waterhouse FRICS
Date: 1 August 2025

Appeal to the Upper Tribunal

A person wishing to appeal this decision to the Upper Tribunal (Property Chamber) on a point of law must seek permission to do so by making a written application to the First-tier Tribunal at the Regional Office which has been dealing with the case which application must:

- a. be received by the said office within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
- b. identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

If the application is not received within the 28 –day time limit, it must include a request for an extension of time and the reason for it not complying with the 28- day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.