



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

Case reference : LON/00AN/F77/2025/0037

Property : Ground Floor Flat, 67 Eynham Road,
London, W12 0HB

Landlord : Notting Hill Genesis

Tenant : Mr J Pradere

Date of objection : 25 November 2024

Type of application : Determination of the registered rent
under Section 70 Rent Act 1977

**Tribunal
member(s)** : Mr O Dowty MRICS
Mr J Francis QPM

Venue : 10 Alfred Place, London, WC1E 7LR

Date of decision : 24 June 2025

REASONS FOR DECISION

Background

1. The Landlord applied to the Rent Officer for the registration of a fair rent for this property on **2 October 2024**.
2. A (capped) fair rent of £213.50 per week was registered on **19 November 2024** following the application, such rent to have effect from that date. The tenant subsequently challenged the registered rent on **25 November 2024**, and the Rent Officer requested the matter be referred to the tribunal for determination.
3. Directions were issued on **13 February 2025** by the Tribunal. The parties were directed to provide reply forms, and invited to submit any relevant information and submissions. The tenant provided a reply form and further submissions. The landlord provided neither a reply form nor any other submissions.
4. In his reply form, the tenant indicated that he wished the Tribunal both to hold a hearing in this matter and carry out an inspection. Accordingly, the Tribunal arranged for a face-to-face hearing at 10 Alfred Place, London, WC1E 7LR in this matter on **24 June 2025**, to be followed by an inspection later that day.

The Inspection

5. The property is located on the ground floor of a larger, period building on the corner of Eynham Road and Shinfield Street, in the small area to the east of Wood Lane and the west of the railway line, just north of the Westway in the London Borough of Hammersmith and Fulham. There is an additional flat on the 1st floor of the building which is accessed separately.
6. The property itself is accessed via the side of the property on Shinfield Street, where there is also a small yard area for the property. There is an additional garden to the rear of the property, immediately outside one of the bedroom windows, however the tenant does not have access to it.
7. The property offers two double bedrooms, a kitchen, bathroom and living room off a connecting hallway. At the hearing, the tenant indicated his concern that we would see the property as it is now and not make allowance for the works he has put into it himself. We are always sympathetic to that sort of worry, but in fact in this case it might have been entirely justified were it not for our being accustomed to considering such things.
8. The tenant has clearly carried out a lot of work to the property, including works he was not liable to carry out, and were it not for the works he has carried out it would be in much worse condition than it is now. Amongst other things, the kitchen and bathroom are in a good and fair condition (respectively) now, but it was clear to us that

disregarding the improvement works of the tenant in both rooms those facilities would be dated and basic.

9. That is not to say, though, that the property is in a good condition throughout – as it is not. There are damp and mould issues throughout the property, which we find as a fact are not consistent with being the fault of the tenant. The external windows are a mix of double glazing and (predominantly) wood frame single glazing – in the latter case with paint peeling and flaking away from many of the frames, some of which are also in poor condition otherwise.
10. The decoration of the property is generally good, decoration being the responsibility of the tenant in any event; however, there is obvious water ingress damage to the ceilings of the property, particularly in the kitchen and hallway. This was caused, we were told by the tenant at the hearing, by works carried out upstairs, which had also caused cracking to the property's ceilings and walls.
11. It is worth making special note that we were shown the electric meter cupboard (above head height to the right-hand side immediately on entering the property) which contains asbestos materials.

The Hearing

12. We held a face-to-face hearing in this matter on 24 June 2025, which was attended by the tenant Mr Pradere alongside his partner Ms Roisin Reilly and their infant daughter.
13. The landlord did not attend the hearing, though this was not a particular surprise as they had not provided any response to the Tribunal regarding this matter at all. This is by no means uncommon in Fair Rent cases, and we considered the landlord had been given sufficient notice of the hearing. Having allowed a small amount of time in case they were simply running late, we considered that it was in the interests of justice to proceed with the hearing in the landlord's absence – and accordingly we did so.
14. The effect of the landlord's absence and lack of reply to any of the submissions of the tenant is that they were all necessarily offered to us unopposed.
15. It is fair to say that the tenant and Ms Reilly were unaware – really – how this process worked. That is not meant to be a criticism of them, as they are simply ordinary people trying their best. What it did mean, though, is that the submissions of the tenant were not advanced in such a way that there was a clear and single thread through the evidence we might summarise neatly.
16. In essence, most of what the tenant complained of concerned the condition of the property, and the way they felt they had been treated by their landlord (regarding both of which they had provided other

written submissions and photographs). Whilst the latter is not relevant to our determination, which is limited to considering the rental value of the property itself, the former is.

17. We observed much of the condition for ourselves on the inspection, however our inspection was supplemented by pictures and videos provided by the tenant for which we were grateful. In addition, the tenant spoke – in uncontested evidence – to the issues they had faced at the property. This included the drains at the property periodically backing up, which has resulted in sewage flowing out of the toilet in the bathroom.
18. In addition, the tenant spoke to the works carried out by – and the general conduct of – their upstairs neighbour. That upstairs neighbour had installed a hard-wood floor (which we were told, with a letter from the landlord in support, was not permitted by policy of the landlord) and is generally difficult to live underneath. The works they had carried out had damaged the subject flat's ceilings, and there had been recurring water ingress problems caused.
19. The tenant also spoke further to the garden area to the rear of the property which they do not have access to. When the tenant moved in, they averred, there had been a 'wrap around' garden at the property – but a fence had now been installed to stop them using the rear garden. That rear garden had been broken into on occasion, and they had security concerns as the – bedroom – window in that area was single glazed.

The Law

20. When determining the fair rent, in accordance with the Rent Act 1977, section 70, "the Act", we had regard to all the circumstances (other than personal circumstances) including the age, location and state of repair of the property. We also disregarded the effect of (a) any relevant tenant's improvements and (b) the effect of any disrepair or other defect attributable to the tenant or any predecessor in title under the regulated tenancy, on the rental value of the property.
21. In **Spath Holme Ltd v Chairman of the Greater Manchester etc. Committee (1995)** and **Curtis v London Rent Assessment Committee [1999]** the Court of Appeal emphasised that ordinarily a fair rent is the market rent for the property discounted for 'scarcity'. This is that element, if any, of the market rent, that is attributable to there being a significant shortage of similar properties in the wider locality available for letting on similar terms.
22. **Curtis v London Rent Assessment Committee (1999) QB.92** is a relevant authority in registered rent determination. This authority states where good market rental comparable evidence i.e., assured shorthold tenancies is available enabling the identification of

a market rent as a starting point it is wrong to rely on registered rents. The decision provides that: *“If there are market rent comparables from which the fair rent can be derived why bother with fair rent comparables at all”*.

23. The market rents charged for assured tenancy lettings often form appropriate comparable transactions from which a scarcity deduction is made.
24. These market rents are also adjusted where appropriate to reflect any relevant differences between those of the subject and comparable rental properties.
25. The Upper Tribunal in **Trustees of the Israel Moss Children’s Trust v Bandy [2015]** explained the duty of the First Tier Tribunal to present comprehensive and cogent fair rent findings. These directions are applied in this decision.
26. **The Rent Acts (Maximum Fair Rent) Order 1999** applies to all dwelling houses where an application for the registration of a new rent is made after the date of the Order and there is an existing registered rent under part IV of the Act. This article restricts any rental increase to 5% above the previously registered rent plus retail price indexation (RPI) since the last registered rent. The relevant registered rent in this matter was registered on 18 April 2018 at £148 per week. The rent registered on 19 November 2024 subject to the current objection and subsequent determination by the Tribunal is not relevant to this calculation.

Valuation

27. In terms of the valuation itself, we weren’t provided with any comparable transactional evidence to consider. Instead, we were provided with brief references to other rent registrations in the area, though these carry no weight in the valuation of the subject – in line with the decision in *Curtis v London Rent Assessment Committee* referred to in paragraph 22 above – as the property is located in an area with an active transactional rental market from which market rental values can be derived directly.
28. It is worth noting that the tenant also included, in their written submissions, reference to caps on how much social housing rents can increase. Those caps are not relevant to the Tribunal’s determination of a fair rent. Instead, the Fair Rent the Tribunal determines is the maximum amount that **any** landlord might charge at the property for the tenancy. The landlord may, if they wish – or are required to for some other reason such as a mandatory cap – charge less than the Fair Rent registered.
29. Accordingly, we considered the valuation of the property in line with our own general knowledge of rental levels in the local area as an

expert Tribunal. We considered that the property would let for around £440 per week (approximately £1,907 per calendar month), were it let on the open market in the condition, and on the terms considered usual for such a letting. We considered that value would reflect the general layout of the property and the lack of access to the rear garden at the property (thereby leaving only a small yard area as outside space).

30. This hypothetical rent is adjusted as necessary 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. Any rental benefit derived from Tenant's improvements is disregarded. It is also necessary to disregard the effect of any disrepair or other defects attributable to the Tenant or any predecessor in title.
31. The lease terms of the tenancy are such that the tenant is responsible for internal decoration at the property. This is a material valuation consideration, and we made a deduction of 5% from the hypothetical rent to reflect these lease terms.
32. We made a deduction of 10% to account for the improvements carried out by the tenant to the property, including the bathroom and kitchen and the provision of white goods, floor coverings, curtains and other items which would usually be provided by a landlord in the market.
33. We made a deduction of 5% to account for the property being (partially) single glazed, that single glazing being in poor condition. For the avoidance of doubt, we considered that adjustment would also reflect the security concerns posed by the single glazed window in one of the bedrooms leading out to the rear garden area.
34. We made a deduction of 5% to account for the presence of asbestos at the property. Whilst in small quantity and, apparently, managed – this would be off-putting to a potential tenant in the market and would affect their rental bid.
35. We made a deduction of 15% to reflect the internal condition of the property, including the damage to ceilings, water ingress damage, damp & mould at the property.
36. We made a deduction of 10% to reflect the drain issues at the property, which periodically result in sewage over-flowing into the bathroom. Whilst infrequent, this would clearly have a marked impact on the rental bid of a hypothetical tenant.
37. We made no specific deduction to reflect the upstairs neighbour being loud, or the poor sound insulation between the flats. This is because these are, sadly, common issues in properties such as the

subject which we considered would already be reflected in the market rent starting point adopted.

38. The provisions of section 70(2) of the Rent Act 1977 in effect require the elimination of what is called “scarcity”. The required assumption is of a neutral market. Where a Tribunal considers that there is, in fact, substantial scarcity, it must make an adjustment to the rent to reflect that circumstance. In the present case neither party provided evidence with regard to scarcity.
39. The decision of the High Court in *Yeomans Row Management Ltd v London Rent Assessment Committee* [2002] EWHC 835 (Admin) requires us to consider scarcity over a wide area rather than limit it to a particular locality. Greater London is now considered to be an appropriate area to use as a yardstick for measuring scarcity and it is clear that there is a substantial measure of scarcity in Greater London.
40. Assessing a scarcity percentage cannot be a precise arithmetical calculation. It can only be a judgement based on the experience of members of the Tribunal. We therefore relied on our own knowledge and experience of the supply and demand for similar properties on the terms of the regulated tenancy (other than as to rent) and in particular to unfulfilled demand for such accommodation. In doing so, we found that there was substantial scarcity in Greater London and therefore made a further deduction of 20% from the adjusted market rent to reflect this element.
41. The valuation of a fair rent is an exercise that relies upon relevant market rent comparable transactions and property specific adjustments. The fair rents charged for other similar properties in the locality do not form relevant transaction evidence.
42. Table 1 over-page provides details of the fair rent calculation:

Property:	67 Eynham Road, London, W12 0HB				
Fair rent calculation in accordance with s(70) Rent Act 1977					
Market Rent				£440	per week
Disregards				Deduction per week	as % of weekly rent
Lease terms				£22.00	5.0%
Tenant's improvements & white goods				£44.00	10.0%
(Partial) Single glazing in poor condition				£22.00	5.0%
Asbestos				£22.00	5.0%
Internal condition (including damage to ceilings, water ingress damage, damp & mould)				£66.00	15.0%
Drains causing periodic sewage backup				£44.00	10.0%
			Total deductions	£220.00	50.00%
			Market rent less deductions	£220.00	per week
Less Scarcity	20.00%	of Market rent less deductions		£44.00	
Adjusted Market Rent				£176.00	per week
			SAY	£175	per week
			Maximum Capped Rent	£220.50	per week
			Fair Rent to be Registered	£175.00	per week

Table 1

Decision

43. For the reasons given above, we arrive at an initial fair rent value of £175 per week.
44. As the value we arrived at is lower than the maximum rent prescribed by The Rent Acts (Maximum Fair Rent) Order of £220.50 per week, the Fair Rent that can be registered is not capped by that order.
45. The statutory formula applied to the previously registered rent is at Appendix A.
46. Details of the maximum fair rent calculations are provided with the accompanying notice of our decision.
47. Accordingly, the sum that will be registered as a fair rent with effect from **24 June 2025** is **£175 per week**.

Valuer Chairman: Mr O Dowty MRICS

Dated: 8 August 2025

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).

Appendix A
The Rents Act (Maximum Fair Rent) Order 1999

(1) Where this article applies, the amount to be registered as the rent of the dwelling-house under Part IV shall not, subject to paragraph (5), exceed the maximum fair rent calculated in accordance with the formula set out in paragraph (2).

(2) The formula is:

$$\text{MFR} = \text{LR} \left[1 + \frac{(\text{x}-\text{y})}{\text{y}} + \text{P} \right]$$

where:

- 'MFR' is the maximum fair rent;
- 'LR' is the amount of the existing registered rent to the dwelling-house;
- 'x' is the index published in the month immediately preceding the month in which the determination of a fair rent is made under Part IV;
- 'y' is the published index for the month in which the rent was last registered under Part IV before the date of the application for registration of a new rent; and
- 'P' is 0.075 for the first application for rent registration of the dwelling-house after this Order comes into force and 0.05 for every subsequent application.

(3) Where the maximum fair rent calculated in accordance with paragraph (2) is not an integral multiple of 50 pence the maximum fair rent shall be that amount rounded up to the nearest integral multiple of 50 pence.

(4) If $\frac{(\text{x}-\text{y})}{\text{y}} + \text{P}$ is less than zero the maximum fair rent shall be the y existing registered rent.