



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

Case Reference	:	LON/00AU/F77/2025/0172
Property	:	Second Floor Flat, 96 Highbury Park, London, N5 2XE
Applicant	:	Chesterhill Investments Limited (Landlord)
Representative	:	
Respondent	:	Richard Evans (Tenant)
Representative	:	None
Type of Application	:	S.70 Rent Act 1977 – Determination of a new fair rent
Tribunal Members	:	Judge Tildesley OBE Mrs S Redmond MRICS
Date and venue of Meeting	:	On the papers
Date of Decision	:	29 July 2025

REASONS FOR DECISION

Summary of the Decision

- 1 The Tribunal determines that the amount of rent to be registered as the fair rent for Second Floor Flat, 96 Highbury Park, London, N5 2XE is £792 per month to take effect from the date of the decision (29 July 2025).**

Background

- 2 By an application dated 16 December 2024, the landlord applied to the Rent Officer for registration of a fair rent. The fair rent registered at the time of the application was £750 per month with effect from 10 January 2023. The landlord requested a rent of £850.00 per month.
- 3 With effect from 21 January 2025, the Rent Officer registered a fair rent of £695.00 per month. There was no service charge element. On 29 January 2025 the Landlord objected to the new fair rent. The Tribunal was notified of this objection and of the request for a fresh determination of the rent.

Directions

- 4 On 3 June 2025 the Tribunal directed it would seek to decide the fair rent for the property during the fourteen days following 28 July 2025 based on the written submissions by the parties unless a party requested a hearing. The Tribunal also required the parties to make written submissions.
- 5 The parties did not request a hearing and an inspection of the property. They each made written submissions.

The Evidence

- 6 The property is a self-contained flat situated on the second floor of a terraced building above commercial premises. The property is located close to amenities and transport links. The property comprises one bedroom, a living room, kitchen, and a bathroom with a WC. The property does not have the benefits of central heating and double glazing. According to the tenant, the EPC rating for the property is E. The tenant provides the white goods, carpets and curtains. The tenant explained that he was in the process of mortaring and plastering the front living room wall because of water saturation for the second time. The tenant believed that the cause of the water ingress was the misalignment of the gutters which resulted in rainwater pouring down the walls. In March 2024 the landlord replaced the 39 year old water heater and fitted new plastic/vinyl panels to the bathroom.
- 7 The tenancy for the property commenced on 1 March 1979. The Tribunal understands there is no written agreement. The parties accept that the landlord is responsible for external repairs and decorations, and the tenant is responsible for internal decorations subject to section 11 of the Landlord and Tenant Act 1985.
- 8 The landlord disagreed with the rent officer's reduction in the registered rent from £750 per month to £695 per month. The landlord identified that the Office for National Statistics published National data on one bedroom rental flats between March 2023 and March 2025 which showed an average increase in rental prices of 7.7 per cent. The

landlord pointed out that the rents for its own privately rented flats in the same building let on open market increased by between 21 per cent and 30 per cent during the same period. The landlord referred specifically to the rent of £1,850 per calendar month for the one-bedroom flat with a small garden in the building but gave no further detail. The landlord also provided details of the asking rent of £2,100 per month for a one-bedroom flat on the first floor of building located close to the subject property. The letting agent for this flat described it as a stunning split level one bedroom flat which had been recently refurbished to a high standard. The flat was offered on a part furnished basis. The landlord accepted that these flats were in better condition than the subject property.

- 9 The tenant supplied no evidence of rents for comparable properties.

Consideration

- 10 When determining a fair rent the Tribunal, in accordance with section 70 of the Rent Act 1977 must have regard to all the circumstances including the age, location and state of repair of the property. The Tribunal, however, must disregard 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.
- 11 In *Spath Holme Ltd v Chairman of the Greater Manchester Rent Assessment Committee* (1995) 28 HLR 107 and *Curtis v London Rent Assessment Committee* [1999] QB 92 the Court of Appeal emphasized
- (a) that ordinarily a fair rent is the market rent for the property discounted for 'scarcity' (i.e. 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 - other than as to rent - to that of the regulated tenancy) and
 - (b) that for the purposes of determining the market rent, assured tenancy (market) rents are usually appropriate comparables. (These rents may have to be adjusted where necessary to reflect any relevant differences between those comparables and the subject property).
- 12 The Tribunal has before it brief details of the Rent Officer's assessment of the fair rent. The Tribunal is not bound by the Rent Officer's findings and is entitled to reach its own decision based upon its own findings.
- 13 The Tribunal starts with its assessment of the open market rent for the property. The landlord has supplied evidence of rents for two one-bedroom flats in the immediate vicinity of the subject property which have been modernised and are in good condition. The Tribunal notes that one of the flats is located on a ground floor with a small garden,

whilst the other is located on the first floor which probably renders them more attractive than a flat located on the second floor. The Tribunal having regard to the landlord's rental evidence and its own general knowledge of market rent levels in and around Highbury and Islington considers that the market rent for the property in good condition and let on normal Assured Shorthold Tenancy (AST) terms would be £1,800 month. This gives the appropriate starting point from which to determine the fair rent of the property as it falls to be valued.

- 14 The Tribunal finds that the property does not enjoy the same facilities as would be expected in a flat let on the usual terms with an open market rent. The Tribunal is satisfied that the facilities in the property are substantially below the norm. The property has not been modernised and has no central heating and no double glazing. The tenant rather than the landlord has provided the white goods, the curtains and the carpets. Further the property is in a state of disrepair as evidenced by the significant water ingress in the front wall of the lounge.
- 15 The Tribunal determines that the issues of lack of facilities, and disrepair would result in a substantial deduction from the open market rent for the property. The Tribunal considers it appropriate to express the deduction as a global percentage which in this case would be 45 per cent of the market rent equivalent to £810. This leaves an adjusted rent of £990 per month.
- 16 The Tribunal next considers the element of scarcity and whether demand exceeds supply. The Tribunal applying its expertise and general knowledge finds that there is scarcity in the locality of Greater London for this type of property and makes a further deduction of 20 per cent from the adjusted market rent. This provides a fair rent of £792 per month (£990-£198). This is below the Maximum Fair Rent Cap of £880 per month so no further adjustments are necessary.

Decision

- 17 The Tribunal determines that the amount of rent to be registered as the fair rent for Second Floor Flat, 96 Highbury Park, London, N5 2XE is £792 per month to take effect from the date of the decision (29 July 2025).

RIGHTS OF APPEAL

1. 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>
2. 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.
3. 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.
4. 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.**
5. If the First-tier Tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).