



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

Case Reference : LON/00AW/F77/2025/0152

Hearing Type : By Way of Written Representations

Property : Room 22, 7 De Vere Gardens, London, W8 5AR

Applicant : Ms S Delgado (Tenant)

Respondent : CQK Limited (Landlord)

Type of Application : Referral of a Registration of Fair Rent under the Rent Act 1977

Tribunal Member : Mr J A Naylor FRICS
Valuer Chairman

: Mr L Packer
Lay Member

Date of Decision : 15 August 2025

FULL REASONS

REASONS

Background

1. On 29 November 2024 the landlord sent an RR1 application for rent registration of a fair rent to the Rent Officer. The previous rent was determined by the Rent Officer on 21 November 2022 at £162.00 per week.
2. On 29 January 2025 the Rent Officer registered a fair rent of £176.04 per week effective from 29 January 2025.
3. In a letter dated 7 February 2025 the tenant objected to the Valuation Officer's registration. The tenant sent a further letter dated 4 March 2025 asking the matter to be referred to the First-Tier Tribunal.
4. By a letter dated 10 March 2025, the Valuation Office referred the matter to the Tribunal referring the registered rent for determination.
5. On 19 May 2025, the Tribunal issued directions to the parties requiring them to produce any evidence on which they wish to rely in support of their respective cases including by use of a reply form. The matter was set down for determination on the papers unless either party requested a hearing, which neither did. The landlord was directed to return the reply form with any documents upon which it wished to rely by 2 June 2025. The tenant was directed to do likewise by 16 June 2025 with the landlord given further opportunity to respond by 23 June 2025.
6. Both parties took the opportunity to make submissions.
7. In consideration of the fair rental value of the subject property, the Tribunal has taken into consideration all documentation before it, including various letters and the reply forms returned by the parties.
8. In a letter dated 7 February 2025, the tenant maintained that the assessment of the property by the Valuation Officer has been made on the wrong basis.
9. In particular, the tenant pointed out that the property requires some repair, specifically relating to windows, and provided some photographic evidence. In the subsequent letter dated 7 December 2024 the tenant suggested that the property should be inspected.
10. In the tenant's Reply form the tenant stated that they would like the property inspected but that they did not require a hearing. They advised that the property is on the fifth floor with no lift; confirmed the details of the accommodation; and

confirmed specifically that the accommodation is not self-contained, with the bathroom and WC serving the subject property on the floor below.

11. The tenant confirmed that the property does not have double glazing nor central heating, garage, parking space or garden, and pointed out that windows are rotten, and that there are stains to the ceiling, with no decoration carried out since 2011.
12. In correspondence from the landlord, the landlord referred to a request for a meeting with the tenant but had difficulty in gaining access to the property.
13. There is reference to an infestation of moths in the carpet, but this does not appear to be part of the submissions by the tenant to the Tribunal.
14. In the landlord's Reply form, the landlord stated that it paid Council Tax on the tenant's behalf, and that there are a number of services provided, including common part lighting, cleaning, a door entry system, hot water to the flat and lighting, power and electricity within the flat itself. He stated that furniture was provided and included a table, chair, wardrobe, cooker, fridge and bed.
15. The landlord confirmed that the common parts serving the property have recently been redecorated and recarpeted.
16. As far as comparable evidence is concerned, the Landlord stated that it has knowledge of other properties within the building, namely, Flats 21, 23 and 24. It provided a breakdown detailing that the average rent for these properties is £1.47 per ft² per week. This it applied to the subject property, which it stated to be 204ft², to produce a rent of £299.88 per week.
17. Finally, the landlord confirmed the weekly cost of services and utilities provided as follows:

Heat, gas and electric	£23.07 per week
Council Tax	£10.21 per week
Insurance and cleaning	£14.42 per week
Water rates	£ 4.48 per week.

18. The Tribunal's attention was also drawn to notes taken by the Valuation Officer during their inspection. These notes state that the tenant complained of a general lack of repair, problems with the windows, the fact that the bathroom was on a

different level and the flat was not self-contained; that the flat has no double glazing; and that it had not been recently decorated.

19. An Order 1 form has been submitted by the landlord dated 18 July 2025 requesting that the Tribunal increase the rent above the sum proposed by the landlord on the basis of the evidence provided in submissions.
20. It is noted that the tenant is responsible for repair and maintenance as detailed within Section 11 of the Landlord & Tenant Act 1985.
21. On 15 August 2025, on the basis of paper submissions and without a hearing, the Tribunal determined the fair rent of the above property at £168.00 per week.

Hearing

22. There was no hearing, and the matter was dealt with by way of paper representations.

The Inspection

23. The property was inspected by the Tribunal on the morning of 15 August 2025.
24. The property is close to Kensington Gardens, in a well-kept building, and with nicely maintained common parts
25. Located on the fifth floor without a lift, the Tribunal was able to confirm that the flat was not self-contained with both shower room and WC located on the floor below .
26. The flat accommodation is very limited. A higher than usual proportion of the total floor space accounted for by the bathroom, leaving a lower proportion for the living accommodation. There is little room for food or general storage.

The Law

27. When determining a fair rent the Tribunal in accordance with the Rent Act 1977 Section 70, had regard to all the circumstances (other than personal circumstances) including the age, location and state of repair of the property. Section 70 is set out in the Appendix below.

28. In *Spathholme Limited vs Chairman of the Greater Manchester, etc. Tribunal* (1995) 24HLR 107 and *Curtis vs London Rent Assessment Tribunal* (1999) QB92 the Court of Appeal emphasised that ordinarily a fair rent is the market rent for the property discounted for “*scarcity*” (i.e. that element of 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 that for the purpose of determining 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).

The Property

29. From Google Maps and information included on the Rent Register, as well as information provided by the parties, the Tribunal were able to determine the following:

The property comprises a studio room within a much larger building.

From our inspection we were able to determine that the property comprises a studio room with bed sitting room and kitchen areas.

Shower room and WC accommodation are for the tenant’s exclusive use but provided separately on the floor below.

The property does not have access to gardens, nor does it have a garage or parking facilities.

30. The property is in a busy and popular location within central London well placed for transport and shopping facilities.

Valuation

31. From *Spathholme Limited vs Chairman of the Greater Manchester etc. Tribunal*, other registered rents are not relevant as a starting point because they are not market rents.
32. The Tribunal must first determine the market rent for the property of this size, in this location and in its current condition. It must also disregard the personal circumstances of either party. The Tribunal notes that the Rent Officer adopted a starting point of £230.00 per week. Using its own general knowledge of the Greater London property market, the Tribunal disagrees with the Rent Officer

and considers that the market rent for the property of this size and in this location, in good condition, with the usual white goods, carpets and decorated to a good condition would be £300 per week. However, all white goods, carpets and curtains are presumed to be the property of the tenant. In addition, a tenant of a Rent Act property has more onerous repairing obligations than those under an assured shorthold tenancy.

33. Lastly the Tribunal is mindful of the fact that there are differences in the condition of the subject property and property that is available to let on the market.

34. The Tribunal therefore made the following deductions from the market rent of £300 per week to reflect those differences:

Market rent (per week)	£300.00
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Less deductions for:

- 5th Floor without lift location
- Disproportionately small living area
- The shower room/wc being on a separate floor

Less 30%	£90.00pw
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Adjusted rent	£210.00pw
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35. The Tribunal found that there was substantial scarcity in the locality of Greater London, having taken judicial notice of long housing association and local authority waiting lists in Greater London. It therefore made a deduction in respect of scarcity of 20% (£42.00 per week) from the adjusted market rent to reflect this element. This left a final rental figure of £168.00 per week.

36. The Tribunal is then required to apply the Rent Act (Maximum Fair Rent) Order 1999. The calculation was included on the decision sheet and produced a maximum fair rent of £191.00 per week.

37. The Tribunal must register the lower of the adjusted market rent or maximum fair rent as the fair rent for the property. In this instance the maximum fair rent produces a higher figure, and the Tribunal therefore registered the rent at

£168.00 per annum inclusive of services with effect from 15th August 2025 being the date of the Tribunal decision.

Name: Mr J A Naylor FRICS

Date: 20 August 2025

ANNEX – RIGHTS OF APPEAL

The Tribunal is required to set out rights of appeal against its Decision by virtue of the Rule 36(2)(c) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013 and these are set out below:

If a party wishes to appeal against 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 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.

APPENDIX

Rent Act 1977

Section 70 Determination of Fair Rent

- (1) In determining, for the purpose of this part of this Act, what rent is or would be a fair rent under a regulated tenancy of a dwellinghouse, regard shall be had to all the circumstances (other than personal circumstances) and, in particular, to —
 - (a) the age, character, locality and state of repair of the dwellinghouse...
 - (b) if any furniture is provided for use under the tenancy, the quantity, quality and condition of the furniture and...

- (c) any premium, or sum in the nature of a premium, which has been or may be lawfully required or received on the grant, renewal, continuance or assignment of the tenancy)
- (2) For the purpose of the determination, it shall be assumed that the number of persons seeking to become tenants of similar dwelling-houses in the locality on the terms (other than those relating to rent) of the regulated tenancy is not substantially greater than the number of such dwelling-houses in the locality which are available for letting on such terms.
- (3) There shall be disregarded:
 - (a) any disrepair or other defect attributable to a failure by the tenant under the regulated tenancy or any predecessor in title of his to comply with any terms thereof;
 - (b) any improvement carried out, otherwise than in pursuance of the terms of the tenancy; by the tenant under the regulated tenancy or any predecessor in title of his;
 - (c) If any furniture is provided for use under the regulated tenancy, any improvement to the furniture by the tenant under the regulated tenancy or any predecessor in title of theirs or, as the case may be, any deterioration in the condition of the furniture due to any ill-treatment by the tenant, any person residing or lodging with them, or any sub-tenant of theirs.
 - (d) In any case where under Part 1 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, regard shall also be had to the amount of Council Tax which, as at the date on which the application to the rent officer was made, was set by the billing authority –
 - (a) for the financial year in which that application was made, and
 - (b) for the category of dwelling 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.

In subsection (3d) above –

“hereditament” means a dwelling within the meaning of Part 1 of the Local Government Finance Act 1992.

“billing authority” has the same meaning as in that part of the Act, and

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

“improvement” includes the replacement of any fixture or fitting.

“premium” has the same meaning as in part IX of this Act and *“sum in the nature of a premium”* means –

- (i) any such loan as is mentioned in Section 119 or 120 of this Act,
- (ii) any such excess over the reasonable price of furniture as is mentioned in Section 123 of this Act, and
- (iii) any such advance payment or rent as is mentioned in Section 126 of this Act.

(4)