



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

Case Reference : LON/00AG/F77/2025/0075

Hearing Type : Face to face

Property : 34 Cotleigh Road, London, NW6 2NP

Applicant : Mrs T Cohen (Tenant)

Respondent : Mr B Sadka (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 15 October 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 12th January 20XX at £1,382.00 per month.
2. On 10 December 2024 the Rent Officer registered a fair rent of £1,440.00 per month effective from 12 January 2025.
3. Giles Toman, acting on behalf of the tenant, Ms Thalma Cohen, then wrote to the Valuation Office on 19 December 2024 objecting to the rent registration.
4. The Valuation Office then referred the matter to the Tribunal referring the registered rent for determination.
5. On 6 March 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 20 March 2025. The tenant was directed to do likewise by 3 April 2025 with the landlord given further opportunity to respond by 10 April 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. Correspondence in front of the Tribunal shows that the tenant sent a letter to HMO Licensing dated 9 December 2024 alleging harassment from the landlord and defects including stiff windows and stained carpet. Mr Toman's letter of 19 December 2024 had highlighted unsafe wiring in the kitchen and in other correspondence, the tenant included photographs as evidence of damage to a bike, damage to a tree and cracks in the ceiling, as well as defective electrical sockets and an electrical report dated 5 January 2025 showing defects with the electrical installation.

9. In the tenant's Reply form, the tenant stated that they would like an inspection and a hearing. They confirmed that the property does not have central heating or double glazing, nor a garage, nor a parking space.
10. The tenant also complained of problems with the fire alarm.
11. By further email correspondence dated 16 June 2025, the tenant appeared to agree to the Valuation Officer's rent assessment of £1,440.00 but further correspondence on 18 July 2025 reverses this position, with a request from the tenant that the determination by the First-Tier Tribunal should proceed, an instruction that is reinforced by a further email on 21 July 2025.
12. On 6 August 2025 the tenant emailed the Tribunal to say that they did not want the landlord present during an inspection and by further correspondence on 7 August 2025 the tenant stated that she now only wishes to have an inspection and does not want a hearing.
13. This latter request was referred to the landlord who confirmed that he wished the hearing to proceed, and on 11 August 2025 the landlord requested to attend the hearing by way of video link.
14. By way of various emails, the landlord suggested that there had been harassment of other tenants within the building by the tenant of the subject property.
15. The landlord provided copy invoices relating to the replacement of internal doors and roof work, electrical work, work to the smoke alarm and repair of a door lock, as well as a quotation to replace windows.
16. By way of an email dated 11 March 2025 the landlord illustrated that he wanted access to the property to replace windows in 2023, but that access has been denied by the tenant.
17. On the landlord's behalf, his property manager, by way of email, dated 2 December 2024, confirmed that the fire alarm has been checked; and by the same date the landlord confirmed that he will fix all outstanding matters.
18. In the landlord's Reply form, the landlord stated initially that he wants neither an inspection nor a hearing. Details of the accommodation with room

measurements are provided, and the Landlord agreed that the property does not have central heating, double glazing, a garden nor parking space. He states that he has upgraded the kitchen and installed electric heaters as well as upgrading the fire alarm.

19. The landlord has provided comparable evidence to justify the rent sought in his notice and analyses this in a submission dated 18 March 2025. Comparable evidence provided is by way of property details screenshot from Right Move, providing some details of floor areas and rents sought.
20. The landlord calculations show that the average rent of the property comparables provided is £436.00 per m² and by applying this to what he suggests is the size of the subject property, 89m², produces a rent of £3,230.00.
21. The Landlords submission concluded that the requested rent of £1,800.00 is more than reasonable.
22. It is noted that the tenant is responsible for repair and maintenance as detailed within Section 11 of the Landlord & Tenant Act 1985.
23. Notes taken by the Valuation Officer during their inspection on 28 November 2024 have also been brought to the Tribunal's attention. These detail broken windows in the lounge, a poor standard of repair within the kitchen, inadequate electrics, a worn water tank in a kitchen cupboard, a living room door that will not close, cracks to plasterwork and a lack of central heating and double glazing, as well as a broken toilet seat and basic kitchen and bathroom.

The Hearing

24. Mrs. Cohen the tenant and Mr. Sadka the landlord attended the hearing. Mrs Cohen was accompanied by her daughter as support and observer. She took no part in the hearing.
25. At the commencement of the hearing the Tribunal advised the parties that it had read all submissions and paperwork.
26. Commenting on the issues raised, the Tribunal confirmed that it would be able to take submissions on issues that affected the rent only.

27. Unfortunately, Mrs Cohen failed to confine herself to matters of the rent and repeatedly spoke over both members of the Tribunal and the landlord. This did not assist the Tribunal in reaching its conclusions.
28. Despite this Mrs Cohen, the tenant, was able to convey that she was of the general opinion that the rent was too high, and that she was being exploited by her landlord.
29. On closer questioning by the Tribunal, she did refer to issues that had been made within her submissions and reply; namely problems with the fire alarm system, the poor condition of the bathroom the state to be electrical installation and the condition of the windows.
30. The tenant confirmed that she was reluctant to let the landlord replace windows and had prevented him from getting access; and that she would not give him or his contractors access in the future but that she would allow him to pay for a replacement of the windows if the work was undertaken by her own contractors.
31. When specifically asked what she thought the rental value of the property was and why, she simply said that she thought the rental value of the property was 'zero'.
32. The evidence of Mr Sadka, (the landlord) was much more measured ; he retained composure despite provocation and stuck to the issue of the rent, for which the Tribunal was grateful .
33. He said that he did maintain the property and has done a fair amount of work since 2024. He said the issues such as mould within the bathroom and the defective windows were due to the fact that the tenant had disconnected the extractor fan in the bathroom, and did not allow access for his contractors to replace the windows.
34. On issue of rent; Mr Sadka referred the Tribunal to the evidence provided in his submissions and his analysis thereof, reiterating that his view was that the rent sought (£1800 per calendar month) was more than reasonable.

The Inspection

35. The tribunal was able to attend the property and undertake an inspection on the 15th of August 2025.
36. Mrs. Cohen and her daughter were present at the property, but they refused access to the landlord and as a result neither the landlord nor a representative of the landlord was present.
37. The property is a mid-terraced Victorian building currently arranged as two flats. The subject flat occupies the first and attic floor.
38. From our examination of the exterior of the building, it is clear that maintenance has been limited. The roof is an old roof, and windows are in very poor condition with cracked and peeling paint.
39. Internally, common parts were shabby requiring redecoration and general repair.
40. The tenant is responsible for internal decoration, and it is true that the property has not been effectively decorated for some considerable time. Where decoration has been completed in the past it is of a very individual taste often venturing beyond paper and paint to what can be described as artistic installation.
41. This said Tribunal was able to see beyond this.
42. There are cracks in a number of the walls as described by the tenant; and the condition of plaster to both walls and ceiling throughout is exceptionally poor.
43. The property does not have central heating, and the electrical heaters are limited in number.
44. The bathroom and the kitchen are antiquated, and the electrical installation is old with surface mounted wiring, and a limited number of power points.

45. In evidence the landlord stated that he had undertaken work to the property and while the Tribunal's inspection does not lead the Tribunal to suggest that this is not the case the Tribunal is certainly of the opinion that it does not tell the whole story .
46. The condition of the property is certainly far below that of the properties on which the landlord had determined their opinion of the market rental value of the property and it is the Tribunals view that the rent sought by the landlord does not adequately reflect the amount of upgrading and modernisation that would be required to bring it to a standard similar to those of the comparables .
47. **On 15th August 2025, the Tribunal determined the fair rent of the above property at £1,392.00 per month.**

The Law

48. 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.
49. 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

50. 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 self-contained flat arranged over two floors.

51. The accommodation comprises:

Four rooms, kitchen, bathroom, separate WC with no double glazing, no central heating and no garden areas.

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

Valuation

53. In undertaking a valuation and an assessment of the rent payable for the subject property, the Tribunal has taken note of comments and allegations relating to harassment by both the landlord and tenant of the above property. However, these are not factors which the Tribunal will take into consideration in making its rental assessment as making an assessment on these issues is beyond their jurisdiction.
54. 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.
55. 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 £2,800 per month. 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 £3,000.00 per month. 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.
56. The Tribunal has noted the evidence of the tenant confirming that she has prevented access to the Landlord that would enable him to do work; however the Landlord could take action to enforce access, and in any event cannot expect to receive rent for capital expenditure that has not been spent.

57. 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.
58. The Tribunal therefore made the following deductions from the market rent of £3000.00 per month to reflect those differences:

Market rent (per month)	£3,000.00
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Less deductions for:

- Tenant's decorative and repairing liability
- Partial provision of white goods
- Limited electrical heating
- Tenants provision of hot water
- Dated kitchen
- Dated bathroom.
- Old limited electrical installation
- Poor external decoration
- Poor decorative condition to common parts
- Poor condition of windows
- Poor condition of plaster finished

Less 42% =	£1,260.00
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Adjusted rent	£1,740.00
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59. 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% (£348 per month) from the adjusted market rent to reflect this element. This left a final rental figure of £1,392 per month.
60. 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 £1,620.50 per month.
61. 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 £1,392 per month 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)