



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

Case reference : LON/00AE/F77/2025/0175

Property : 23 Pargraves Court, Brook Avenue,
Wembley, Middlesex, HA9 8PG

Applicant : Origin Housing Association
(Landlord)

Representative : Ms Lily Tripathi
Service Charges Integration Project
Manager

Respondent : Ms Christine Lewis
Tenant

Representative :

Type of application : S.70 Rent Act 1977 – Determination of a
new fair rent

**Date and venue of
Meeting** : On the papers

Tribunal : Judge Tildesley OBE
Mrs S Redmond MRICS

Date of Decision : 15 September 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 23 Pargraves Court, Brook Avenue, Wembley, Middlesex, HA9 8PG is £126.75 per week including service charges of £34.25 to take effect from the date of the decision (15 September 2025). The fair rent is to be registered as variable to reflect the fact that the service charge varies from year to year according to the cost of the services.**
- 2. The Tribunal records that the Landlord has agreed to charge a lower rent than the fair rent for 2025/26 which is Rent of £65.83 plus Service Charge of £14.11 making a total of £79.94 per week.**

Background

3. By an application dated 18 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 £71 per week including £3.68 fuel charges and £14.45 services with effect from 15 August 2014. The Landlord requested a rent of £126.17 per week of which £56.70 was attributable to services. The Landlord supplied a schedule of service charges.
4. With effect from 21 February 2025, the Rent Officer registered a fair rent of £112 per week of which £45.78 was attributable to services. On the 23 March 2025 the Tenant objected to the new fair rent. The Rent Officer accepted the Appeal. The Tribunal was notified of this objection and of the request for a fresh determination of the rent.
5. On the 4 June 2025 the Tribunal directed that it would decide the application during the 14 days from 28 July 2025 based on the written submissions by the parties unless a party requested a hearing. The parties did not request a hearing.
6. On the 29 July 2025 the Tribunal considered the Application. The Tribunal decided to adjourn the matter for the following reasons:
 - The Tribunal had insufficient information to decide whether the sums payable by the Tenant to the Landlord included any sums varying according to the cost from time to time in accordance with section 71(4) of the Rent Act 1977. This applied specifically to the costs of the services.
 - The parties did not comply with the directions by completing and returning the reply form which meant that the Tribunal did not know the parties' cases in order to determine the fair rent.

7. The Tribunal directed the Landlord to complete and return the Reply Form and attach a copy of the tenancy agreement and the service charges schedules for the property for the last three financial years. The Landlord was also required to state whether the service charge varied according to the respective costs of the individual services and to address the Tenant's objections to the Service Charges as set out below:

"The service charges are absolutely astronomical and definitely do not warrant such a large increase of approximately 300%, which is what you have awarded them for. Some of these services are not even listed on the current service charge at least and possibly never have been. We do not have a window cleaner; the gardening and cleaning is minimal. There is no use of communal water that justifies what they are ask for the personal water has increased way too much.

Nothing except essential or legally bound works have been carried out here. All using the cheapest materials. Consequently, the new windows are always letting in condensation, the same as the old ones. The drain pipes were bent on the day that they were installed and have never been straightened leaving water pouring everywhere and causing damp and mould. The door entry has been broken for years and only some of it works. The roof still leaks and there is a build-up of water in between each flat and the water is accumulating and causing floors to collapse into the properties below. There is a never-ending array of issues here".

8. The Tenant was required to complete and return the Reply Form including a response to the Landlord's reply.
9. The Landlord supplied a completed Reply Form together with copies of the tenancy agreement, a schedule of service charges for 2023/24; 2024/25 and 2025/26, and a rent increase notice. The Landlord also arranged an inspection of the property on 28 August 2025. A copy of the inspection report was provided to the Tribunal and the Tenant.
10. The parties did not request a hearing. The Tenant did not provide a completed Reply Form and a response to the Landlord's reply. The Tribunal proceeded to deal with the Application on the papers on 15 September 2025.

The Evidence

11. The property is a self-contained flat situated on the second floor of a purpose built block of flats constructed around the early 1980s with communal gardens. Access to the flat is gained through two flights of

stairs. There is no lift. The property is located close to amenities and transport links.

12. The property comprises one bedroom, a living room, kitchen, and a bathroom with a WC. The property has electric storage heaters and double glazing which was installed in 2008. The kitchen and bathroom were replaced in 2016 and due for renewal around 2036. The Tenant provides the white goods and the carpets and curtains.
13. The Landlord's inspection report recorded that there was no black mould in the property, and that the kitchen, living room and bathroom were in good condition. The Tenant advised the surveyor that the property suffered from mould in the winter months. The surveyor considered that the heating was adequate in the flat and that the extractor fan in the bathroom was working effectively. The surveyor, however, agreed to install a humidistat extractor fan in the kitchen to reduce excessive moisture in the property. The Tenant advised the surveyor about water droplets around the window frames. The surveyor checked the window frames, and found they were aluminium powder coated frames, and complied with building regulations for energy efficiency. The surveyor agreed with the Tenant to carry out various repairs to the communal areas which included missing nosing in the staircase, two blocked drains in the car park area, and five uneven paving slabs in the rear path. The surveyor also arranged for the cracks on retaining wall at the car park to be checked by a structural engineer.
14. The Tenant occupies the flat under a Tenancy Agreement made between Griffin Housing Association and the Tenant and dated 23 January 1986. The Tenant is required to pay rent and other charges including a service charge weekly in advance. The Landlord is entitled to increase or decrease the rent or service charge by giving the Tenant four weeks notice. Under the Agreement the Landlord is required to provide the following services in connection with the service charge: upkeep and maintenance of common parts, TV aerial and landlord's lighting. The Landlord is responsible for keeping in good repair the structure and exterior of the property; for keeping in good repair and working order installations for space heating, water heating and sanitations and for supply of gas, electricity and water; taking reasonable care to keep common parts in reasonable repair and fit for use; and keeping the exterior of the property and any common parts in a good state of decoration. The Tenant is responsible for keeping the interior of the property in a good and clean condition and for decorating all internal parts as frequently as necessary to keep them in good decorative order.

15. The Landlord explained that the service charges were based on the true cost of the services provided at the property. The Landlord supplied a schedule of the itemised costs of the services for 2023/24; 2024/25 and 2025/26 which showed that the weekly amounts varied from £33.25; £26.54; and £34.25 for each year in question.
16. The Landlord stated that it had applied for registration of a fair rent in December 2024 after a period of ten years. During this period the Landlord was able to follow Government guidance regarding rent increases/decreases and remain within the fair rent registered in 2012. This was no longer possible resulting in the new application for a fair rent. The Landlord, however, has chosen for 2025/26 to charge a lower rent than the registered fair rent which included a discount of £20.14 for service charges. The Landlord's rent for 2025/26 is £65.83 plus Service Charge of £14.11 making a total of £79.94 per week.
17. The Tenant objected to the rent registered by the Rent Officer because she said that the Rent Officer had not followed the correct guidance for calculating the rent which should be based on the increase in RPI. The Tenant considered the increase in service charges astronomical and her objections are recorded at paragraph 7 above.
18. The parties supplied no evidence of rents for comparable properties.

Consideration

19. 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.
20. 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 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 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.

21. 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.
22. The Tribunal starts with its assessment of the open market rent for the property. The parties have supplied no evidence of market rents for one -bedroom flats in the vicinity of the subject property. The Tribunal notes that the Rent Officer decided on a market rent of £311 per week. The Tribunal having regard to its own general knowledge of market rent levels in and around the London Borough of Brent considers that the market rent for the property in good condition and let on normal Assured Shorthold Tenancy (AST) terms would be £360 per week. This gives the appropriate starting point from which to determine the fair rent of the property as it falls to be valued.
23. 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 were below the norm. The fixtures in the property were dated. The Tenant rather than the Landlord has provided the white goods, the curtains and the carpets. The Landlord's inspection report identified items of disrepair with the property. The Tenant is responsible for the internal decorations. The Tribunal determines that these factors would result in a 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 25 per cent of the market rent equivalent to £90. This leaves an adjusted rent of £270 per week.
24. The adjusted rent includes an amount for services. The Tribunal is required to decide in accordance with section 71(4) of the Rent Act 1977 whether the charge for services vary according to the cost of these services from time to time. The Landlord has confirmed that the service charge was based on the true costs of the services provided, and has provided a service charge schedule for the years 2023/24 to 2025/26 which showed that the service charges varied from year to year according to costs. The Tribunal is satisfied that the service charge for the property is variable
25. The next question for the Tribunal to decide is whether the costs of those services are reasonable. The Tenant has argued that some of the costs relate to services which were not covered in the agreement and that the overall charge was astronomical. The Tribunal has considered the service charge schedule and decides that the services supplied were covered by the terms of the Tenancy agreement and that the individual costs were not beyond the bounds of reasonableness. The Tribunal decides that the service charge for 2025/26 is £34.25 per week.

26. 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 less the service charge of £235.75. This produces a figure of £188.60 per week. In order to calculate the fair rent, it is necessary to add back the variable service charge of £34.25 which produces a fair rent of £222.85 per week. This is above the Maximum Fair Rent Cap of £126.75 per week. The Tribunal, therefore, fixes the fair rent of £126.75 per week including services of £34.25, which is to be registered as variable.

Decision

27. The Tribunal determines that the amount of rent to be registered as the fair rent for 23 Pargraves Court, Brook Avenue, Wembley, Middlesex, HA9 8PG is £126.75 per week including service charges of £34.25 to take effect from the date of the decision (15 September 2025). The fair rent is to be registered as variable to reflect the fact that the service charge varies from year to year according to the cost of the service.
28. The Tribunal records that the Landlord has agreed to charge a lower rent than the fair rent for 2025/26 which is Rent of £65.83 plus Service Charge of £14.11 making a total of £79.94 per week.

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).