



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

Case Reference : **ME/LON/00BK/F77/2025/0237**

Hearing Type : **By Way of Written Representations**

Property : **Flat 3, 2 Cleveland Gardens, London, W2 6HA**

Applicant : **Mrs B A Burrige (Tenant)**

Respondent : **Dorrington Belgravia 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 O Miller
Tribunal Member**

Date of Decision : **24th October 2025**

FULL REASONS

REASONS

Background

1. On 24th April 2025 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 21st July 2022 at £29,100 per annum.
2. On 22nd June 205 the Rent Officer registered a fair rent of £35,558 per annum effective from 22nd June 2025
3. In a letter dated 8th May 2025 the Tenant objected to the Valuation Officer's registration.
4. By an email dated 19th May 2025 the Valuation Office referred the matter to the Tribunal referring the registered rent for determination.
5. On 19th August 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 2nd September 2025. The Tenant was directed to do likewise by 23rd September 2025 with the Landlord given further opportunity to respond by 30th September 2025.
6. The Tenant took the opportunity to make submissions but no submissions were received from the Landlord.
7. In consideration of the fair rental value of the subject property, the Tribunal has taken into consideration all documentation before it, including any letters and reply forms returned by parties.
8. In a letter dated 8th May 2025, the Tenant maintains that the assessment of the property by the Valuation Officer has been made on the wrong basis.
9. In particular, the Tenant points out that they have paid for the central heating and hot water, and therefore, in essence, there is no supply from the Landlord, that no improvements had been completed since the last re-registration, and that there are problems with access to plumbing which prevent the upgrading of kitchen and bathroom areas. In addition, they refer to cracks in the ceilings and misaligned doors. These points are reiterated in a letter dated 23rd June 2025.

10. In the Tenants Reply form the Tenant confirms that they would like an inspection of the property but do not require a hearing. They provide room details and measurements and refer to the fact that there had been a number of issues detrimental to the property, including the unreliability of the lift and periods during which no lift had been provided, leaks within the kitchen, and various cracks and plumbing defects.
11. In a letter dated 11th September, the Tenant provides photographic evidence of the effects of past leaks to the property and refer to the fact that there are cracks in the ceiling as a result of excessive loading above, and a past leak the consequences of which (peeling and stained wallpaper) remain.
12. The Tenant also confirmed that, while they have access to a communal garden, they pay for this separately from the rent.
13. It is noted that the Tenant is responsible for repair and maintenance as detailed within Section 11 of the Landlord & Tenant Act 1985.

Hearing

14. No hearing took place.
15. On 25th October 2025, on the basis of paper submissions and without a hearing and with the benefit of an inspection, the Tribunal determined the fair rent of the above property at £30,548 per year.

Inspection

16. The property was inspected by the Tribunal on the morning of 24th October 2024.
17. The Landlord was not present, nor was he represented, but the Tribunal was accompanied around the flat by the Tenant.
18. At the commencement of the inspection, the Tenant was advised that the Tribunal was not in a position to take any evidence from them.

19. During the inspection the Tribunal was able to turn its attention to many of the matters raised in correspondence. In particular, it noted that the common parts of the property were in very good condition. The flat was generally bright and airy, with high ceilings. That said, the property did lack modernisation, with a very antiquated kitchen and bathroom staining to the wallpaper in the kitchen as described by the Tenant, a number of cracks in plaster, and evidence that plaster may be loosening, evidence of lead and cast iron pipework.
20. Overall, it was noted that the flat was in a very nice area, well-placed for transport and shopping facilities.
21. The flat itself does not benefit from any garage or parking spaces. It does have access to a communal garden but the Tenant has confirmed that they pay for this separately from the rent. There is also access to a small balcony to the front.

Hardship

22. Within written correspondence the Tenant has confirmed that they will struggle to pay the rent increase, but provided no financial evidence to prove hardship in this particular case.

The Law

23. 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.
24. 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

25. 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:
26. The property comprises a self-contained flat in a converted house believed to have been built between 1800 and 1918, and comprising five rooms, a kitchen, bathroom/WC, separate WC, and a small balcony.
27. The property is in a busy and popular location within central London well placed for transport and shopping facilities.

Valuation

28. 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.
29. 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 £62,400 per year. 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 worth £61,100 per year. 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.
30. 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.
31. The Tribunal therefore made the following deductions from the market rent of £61,100 per year to reflect those differences:

Market rent (per year) £61,100.00 per year

Less deductions for:

- Tenant's decorative and repairing liability
- No white goods
- No floor coverings
- No central heating or hot water (provided by Tenant)
- Small / dated kitchen
- Dated bathroom
- Evidence of cracks to plaster
- Issues with the lift service

Less 37.50%= £22,912.50

Adjusted rent £38,185.50

32. 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% (£7,637.50 per year) from the adjusted market rent to reflect this element. This left a final rental figure of £30,548 per year.
33. 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 £36,024.00 per annum.
34. The Tribunal must register 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 £30,548 per year with effect from 24th October 2025, being the date of the Tribunal decision.

Name: Mr J A Naylor FRICS

Date: 3rd November 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)