



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

Case Reference : **HS/LON/00AW/F77/2025/0218**

Hearing Type : **A face-to-face hearing took place**

Property : **Flat 4, 33 De Vere Gardens, London, W8 5AW**

Applicant : **Mr Philip Alexander O’Bow-Hove**

Respondent : **33-37 De Vere Gardens Freehold Company**

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

Tribunal Member : **Mr JA Naylor FRICS
Valuer Chairman
Mr J Francis**

Date of Decision : **4th December 2025**

FULL REASONS

REASONS

Background

1. On 2nd 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 15 November 2016 at £1,444 per calendar month.
2. On 16 May 2025 the Rent Officer registered a fair rent of £2,222.50 per calendar month effective from 16 May 2025.
3. In a letter dated 6th June 2025 the tenant objected to the Valuation Officer's registration.
4. On 13 June 2025, the Valuation Office referred the matter to the Tribunal referring the registered rent for determination.
5. On 30 July 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 13 August 2025. The Tenant was directed to do likewise by 3 September 2025 with the landlord given further opportunity to respond by 10 September 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 letters and the reply forms returned by the parties.
8. In particular, the Tenant points out that the flat cannot be rated separately for water and that this must be included in the service charge. The Tenant states that they pay the Council Tax and have noted that the service charge sum detailed by the Valuation Officer differs from that which can be extrapolated from the quarterly figure of £2,183.48 given. The Tenant comments on the level of the service charge.
9. In the tenants Reply form the Tenant states that they do wish to have both an inspection of the property and a hearing. They confirm that the property is on

the third floor, and provide details of rooms, including accommodation and measurement. Among the defects detailed the Tenant states that there is poor plaster which is cracking in many areas, rotten windows, and a small kitchen. The Tenant advises that there is no double glazing, garage, or a parking space, and that there had been past leaks. The Tenant also confirms that the cold water supply is unreliable. Specifically, the Tenant advises that the property does not have central heating. By reference to the Landlord's submission, the Tenant makes comment thereon, and in particular makes reference to the comparables that the Landlord has provided.

10. In the landlord's Reply form the Landlord states that they require neither an inspection, nor a hearing. They state that they do not have the dimensions to the flat, but comment on the overall accommodation. They confirm what the Tenant says, that there is no double glazing, but advise that there are communal gardens to which the Tenant has access. They also confirm that there had been leaks in the past but advise that water supplies are maintained and that no recent work has been required to them.
11. Specifically, the Landlord states that the property does benefit from central heating.
12. Finally, by way of justifying the rent, the Landlord refers to a number of comparable properties that they have obtained from the Rightmove marketing site. Although the links to the site itself were not working, we were able to ascertain that the Landlord has referred to two bedroom flats ranging in value from £2,709 to £4,750 per calendar month.
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. A face-to-face hearing took place at Alfred Place at 10:30 on the morning of 21 November 2025. Present were:

Mr Desai of Sloane Management on behalf of the freeholder Respondent and Mr Philip Alexander O'Bow-Hove the tenant Applicant

15. Present in front of the Tribunal where Mr Desai of Sloane Management of the managing agents representing the landlord and Mr Philip Alexander O'Bow-Hove the tenant Applicant. Mr. Desi appeared by way of video link.
16. Mr Philip Alexander O'Bow-Hove was given the opportunity to speak first as he was the applicant. He said that he had occupied the property since 1979 and confirmed that the rent had last been reviewed in 2016 .
17. Reiterating submissions that he had made on paper he referred to past leaks at the property in 2020 and a change of ownership in 2024.
18. In particular he brought the Tribunals attention to the number of defects that he had previously highlighted which he wished the Tribunal to take into consideration.
19. Mr Philip Alexander O'Bow-Hove then spoke about the service charge advising that it was retrospective and had gone up considerably to now include such cost as directors insurance the cost of preparing company accounts and a contingency / reserve fund. He suggested that this might be having an impact on the rent .
20. Mr Philip Alexander O'Bow-Hove also referred to emails that he had sent to the Tribunal including one dated the 1st of October 2025 which contained an argument by the Applicant that the calculation of the capped rent had been incorrectly calculated by the Valuation officer and should take account of the change in ownership and work required to the property during that period of ownership as well as evidence of comparable properties and commentary on the service charge
21. The Tribunal advised that this email was not in front of the Tribunal .Mr Desi was also unable to confirm this had been put before him or his client.
22. Mr Philip Alexander O'Bow-Hove did not have a copy of this nor could he recall the complexities of its contents .As a result, the Tribunal said that it would look into the matter further.
23. Mr. Desai was given the opportunity to cross examine the tenant but chose not to do so.

24. Mr. Desai gave evidence on behalf of the landlord. He confirmed that they had taken over managing the property in early 2022 and the flat has been sold in 2024 to the current freeholders who were in fact a collective of the leaseholders of the building
25. Mr Desai referred to the roof leak and advised that it had been repaired .
26. In respect of the service charge. He confirmed that no additional charges were passed on to the tenant but nevertheless in his opinion it was not unusual for costs of directors insurance and the preparation of company accounts to be passed on to leaseholders. In addition he said that the accumulation of a reserve fund was also common.
27. By way of explanation Mr Desai confirmed that the tenant's rent would not increase or decrease with fluctuations of the service charge.
28. In respect of rent Mr. Desai said that he wish to rely on the comparables given in their written submissions and that in his opinion , the Valuation officer had already done a thorough job in assessing the rental value of the property.
29. Mr Philip Alexander O'Bow-Hove , the tenant ,chose to cross examine Mr Desai and asked him about the rental evidence that had been provided by the landlord asking if the landlord knew the address of those properties or the number of bedrooms or floor areas .
30. Mr Desai confirmed that he did not know but believed all properties to be two bedroomed
31. On questioning from the Tribunal both parties confirmed that the property does not benefit from a communal garden nor does the property have central heating despite the landlord having said so on their reply forms.

Inspection

32. An inspection of the property took place on the afternoon of 21 November 2025.

Present at the inspection were: Mr Philip Alexander O'Bow-Hove and his partner there was no representative on behalf of the landlord.

33. The Tribunal advised the parties on arrival that they were not in a position to give any further evidence relating to this case. However, they may be asked questions by the Tribunal which they should answer.
34. The Tribunal was able to confirm that the property is in a good central London location in a well-kept building.
35. The Property itself is fairly large with a large inner hall . It is bright with high ceilings. That said the property does have a very small kitchen. There was some deterioration to plaster with cracks evidence of wear and tear, no central heating and only electric panel radiators . There are a limited number of electrical outlets and sockets. The bathroom is antiquated, and windows are all single glazed and draughty. Staining from past leaks is visible.

Review of unseen evidence

36. After the hearing the email dated 1st October was found and it was confirmed that it had been received in good time before the hearing date.
37. The Tribunal therefore issued a copy of this to the parties who were given an opportunity to respond thereto within seven days.
38. The Respondent replied in a letter dated 27th November 2025.
39. In the email of 1st October 2025, the tenant addressed three points; The RPI Start date , the amount attributed to services and the uncapped rent .
40. The submissions in respect of service charge had been addressed in the Hearing and the Respondent had had an opportunity to comment .The Tribunal does not consider it necessary to deal with that again here.
41. In respect of the uncapped rent Mr Philip Alexander O'Bow-Hove, in appendix C, provides details of three comparable properties ranging from £2,709.00 pcm to £3,467.00 pcm these have been considered by the Tribunal .The

Respondents in reply reiterate their evidence but make no comment on the evidence provided by the applicant.

42. Finally, Mr Philip Alexander O’Bow-Hove refers to the date from which he believes the RPI should be calculated. In essence his argument is that as the previous landlord did not increase the rent between 2016 and its sale in May 2024 the RPI should be calculated from May 2024 not November 2015 ,the date of the last increase. This argument rests on Mr Philip Alexander O’Bow-Hoves contention that the rent was not increased because of the condition of the property.
43. Mr Philip Alexander O’Bow-Hove refers the Tribunal to sections 67 -3d , 68-4d , 80 1 and 80 2 of the Rent Act 1977 and provided extracts.
44. The respondent reply that a change of Landlord does not create a new tenancy and cannot alter the RPI

Hardship

45. The Tribunal has not received any submissions relating to hardship.

The Law

46. 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.
47. 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

48. From Google Maps and information included on the rent register as well as information provided by the parties, and our inspection the Tribunal were able to determine the following:

The property comprises a self-contained flat on the third floor of a mansion block.

49. The flat comprises:

A lounge, three bedrooms, kitchen, bathroom and WC, without central heating, but with electric panel radiators.

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

Valuation

51. On the issue of service charge the tribunal confirms that no variable service charge is payable by the tenant. The Respondent confirms that the tenant is not charged a separate service charge. In addition none of the evidence provided by either party is of rents where a service charge is payable. The marker rent as a base from which the Fair rent of this property can be calculated from these comparables on a like for like basis, therefore.
52. In appendix C Mr Philip Alexander O'Bow-Hove provides details of three comparable properties ranging from £2,709.00 pcm to £3,467.00 pcm these have been considered by the Tribunal as have the comparables provided by the Respondent up to and including the date of the hearing. Any new comparable evidence is ignored.
53. Mr Philip Alexander O'Bow-Hoves argument relating to the start date of the RPI indexation for capping purposes has been carefully considered by the Tribunal and the extracted sections of the Rent Act referred to have been studied.
54. The Tribunal conclude that there is nothing in the sections referred to that suggests that a change of landlord would be grounds for changing the date of

commencement when calculating indexation for rent cap calculation purposes. Reference is made to both a 'change of the terms of the tenancy' and 'other circumstances' but the change of landlord is neither .

55. Further , while the applicant suggests that the rent did not increase to reflect the condition of the property , there is no proof of this .There are many possible reasons why the Landlord at the time did not increase the rent any of which would undermine the Applicants argument that the rent should not increase at all before 2024 due to its condition .
56. Finally the Tribunal is tasked with assessing the fair rent at the date of its decision . The capping provisions are just that. A means of capping the rent increase since the date of the last registration based on changes in the RPI since that date .
57. 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.
58. 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 £4,300 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 £4260.00 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.
59. 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.
60. The Tribunal therefore made the following deductions from the market rent of £4,260 per month to reflect those differences:

Market rent (per month) £4,260.00

Less deductions for:

- The Tenant's decorative and repairing liability
- No white goods
- No floor coverings
- Electric panel radiators
- Small / dated kitchen
- Dated bathroom.
- Old limited electrical installation
- Defective plaster
- Wear and tear

Less 20% = £ 852.00

Adjusted rent £3,408.00

61. 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% (£681.60 per month) from the adjusted market rent to reflect this element. This left a final rental figure of £2,726.40 per month.
62. 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 £2,281.00 per month.
63. 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 £2,281.00 per annum with effect from 21st November 2025 being the date of the Tribunal decision.**

Name: Mr JA Naylor FRICS

Date: 04th December 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)