FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/00AE/F77/2026/0148**
Property	**:**	**First Floor Flat, 79a St Raphaels Way, Brent, London NW10 0NU**
Applicant	**:**	**Dorringtons Residential Ltd. (Landlord)**
Representative	**:**	**Savills**
Respondent	**:**	**Mr F Kennelly (Tenant)**
Representative	**:**	**None**
Type of Application	**:**	**S.70 Rent Act 1977 – Determination of a new fair rent**
Tribunal Members	**:**	**Mr N. Martindale FRICS**
Date and venue of Meeting	**:**	**8 September 2026 First Tier Tribunal (London) HMCTS 10 Alfred Place, London WC1E 7LR**
Date of Decision	**:**	**8 September 2026**

REASONS FOR DECISION

Background

1 By an RR1 application, the landlord asked the Rent Officer for registration of a fair rent of £960 pcm including a service charge of £165.75 pcm. The registered rent at that time was £800. There was no service charge.

2 With effect from 3 June 2026, the Rent Officer registered a fair rent of £901 pcm. There was no service charge. A party objected to the new

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fair rent. The First-Tier Tribunal was notified of this objection and a request for a fresh determination of the rent.

Directions

3 Directions dated were issued by the Tribunal, for case progression. Neither party requested a hearing.

Representations

4 Standard Reply Forms were issued by the Tribunal prior. The Tribunal determined the new rent with the assistance of such written statements from the parties as were received and for which the Tribunal is grateful. Neither party provided evidence of properties in the locality, to let or let.

Inspection

5 The Tribunal did not inspect the Property. The Tribunal was however able to externally view the Property from Google Streetview and other online records (@ October 2022). The Property, a self contained flat on the first floor of a former modest 1930's mid terraced house in a terrace of six houses.

6 The Property accommodation appears to be two bedrooms, living room, kitchen, bathroom/ wc. From an external view the Building where the Property is located was fair faced brick walling and a double pitched tiled main roof over the Building with a small front mono pitched roof over the small bay of the lower flat. There is double glazing. There is no mention of furniture or carpets or white goods being provided by the landlord nor of water or space central heating. The tenancy began 1976. There was no furniture nor curtains nor white goods provided.

Tenants Representations

7 The tenant referred to some persistent if minor disrepair at the Property including: Slipped tiles to the main roof, poor external decorations, leaking WC pipe and a damaged sink.

Landlords Representations

8 The Tribunal did not receive any representations from the landlord.

Law

9 When determining a fair rent the Committee, in accordance with the Rent Act 1977, section 70, had regard to all the circumstances including the age, location and state of repair of the property. It also disregarded 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.

10 In Spath Holme Ltd v Chairman of the Greater Manchester etc. Committee (1995) 28 HLR 107 and Curtis v London Rent Assessment Committee [1999] QB 92 the Court of Appeal emphasized

(a) 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

(b) 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).

11 Where the condition of a property is poorer than that of comparable properties, so that the rents of those comparables are towards twice that proposed rent for the subject property, it calls into question whether or not those transactions are truly comparable. Would prospective tenants of modernized properties in good order consider taking a tenancy of an un-modernised house in poor repair and with only basic facilities or are they in entirely separate lettings markets? The problem for the Tribunal is that the only evidence of value levels available to us is of modernised properties. We therefore have to use this but make appropriate discounts for the differences, rather than ignore it and determine a rent entirely based on our own knowledge and experience, whenever we can.

12 On the evidence of the comparable lettings and our own general knowledge of market rent levels in and around LB Brent the Tribunal accepts that the Property would let on normal Assured Periodic Tenancy (APT) terms, for £1,800 per calendar month. This then, is the appropriate starting point from which to determine the rent of the Property as it falls to be valued.

13 The Tribunal found there was no central heating. This factor would reduce that starting value by £200 pcm. The adjusted market rental value would therefore be £1,800 pcm.

14 The Tribunal also has to consider the element of scarcity and whether demand exceeded supply. The Tribunal found that there was scarcity in the locality of LB Brent for this type of property and makes a deduction of £520, leaving £1280 pcm as the uncapped fair rent.

15 The fair rent to be registered on this basis alone would be £1280 pcm, but the new rent is limited by the statutory Maximum Fair Rent Cap

calculation. The MFRC limits any increase to the change in RPI (set two months prior at each date), between the date of the last registration of a fair rent and the current, plus 5%. The calculations are shown in the MFR form which caps the fair rent at £920 pcm. There is no service charge. The fair rent is registered at this figure of £920 pcm.

16 The Rent Act makes no allowance for the Tribunal to take account of hardship arising from the new rent payable compared with the existing rent registered. The landlord is entitled but, not compelled, to charge the tenants rent at the registered figure from the effective date. However, the landlord may not charge more than the fair rent.

NOTE on the 'Service Charge'

17 The Tribunal notes that the last Fair Rent was determined by this Tribunal as a simple rent. There is no reference to any service charge variable or fixed in that registration, nor in the Valuation Office's recent registration, which this Decision now replaces.

18 The Tribunal was troubled to note that not only did the landlord's original RR1 refer to a service charge of some £165.96 pcm within their proposal for a new rent of £960 pcm there appeared to be an operational service charge account for this Property run by the landlord's agent for their client. The Property is a former house, only. The two flats in the Building at No.79, were created by a simple conversion and sub-division of that former house.

19 The 'services' for which charges were (and perhaps had been in the past), included 'Buildings Insurance', "Management Fee" and "Accounting Fee" etc.: There may be others sought and charged too. It appeared that the intention of the landlord on this occasion was to seek to levy a proportion of these charges against this tenant, in addition to the base rent under this rent review. However, the Tribunal finds that there is not, nor has there ever been in this tenancy, any provision for such services to be provided by the landlord for the tenants as services, including the 3No. items listed above; nor provision for the recovery from the tenant of any contribution towards the cost of same.

20 Though a side issue to the determination of the rent on this occasion, the tenant may wish to seek advice on recovery of any amounts paid towards such "services" in earlier years (from 1976 subject to Limitation) even to the extent of making their own application to this Tribunal to challenge service charges made, under S.27A, Landlord and Tenant Act 1987. That stated it is hoped that the landlord will of their own volition investigate and refund or at least credit to future rent due, all such excess sums levied in the form of a 'service charge' in addition to the rent here, in *error*, from 1976 onwards, without the tenant having to raise such query with the Tribunal first.

Chairman N Martindale FRICS Dated 8 September 2026

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.
If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision.

Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

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.
If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).