

FIRST - TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	**:**	**LON/OOAG/F77/2026/0172**
Property	**:**	**Flat 20A , 10-40 Ridgmount Street, London, WC1E 7AQ**
Tenant	**:**	**Mrs Josie Stedman represented by Emily Bellanti**
Landlord	**:**	**Bedford Estates Bloomsbury Limited**
Date of Objection	**:**	**5 August 2026**
Type of Application	**:**	**Section 70, Rent Act 1977**
Tribunal	**:**	**R Waterhouse FRICS** **W Gibbs**
Date of Decision	**:**	**3 November 2026**

DECISION

The sum of £24854.00 pa inclusive a service charge of £1388.45 pa , will be registered as the fair rent with effect from 3 November 2026, being the date the Tribunal made the Decision.

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Full REASONS

Background

1. The tenant had previously been a protected tenant at 29A Ridgemont Gardens where there had been a registered rent of £16,640 pa. The tenant was required to be moved and offered the subject premises. The passing rent of £16640 pa was adopted. This continued until the landlord sought to register a fair rent at the subject premises. The Rent Officers registered a fair rent of £ 21060.00 pa including £1388.45 pa registered on 23 July 2026 with an effective date of 23 July 2026.

2. The landlord objected and the matter was referred to the First-tier Tribunal.

3. Directions were issued on 27 August 2026.

Preliminary matters

4. A hearing and an inspection was requested by the landlord.

The Property

5. The current rent register entry described the property as being a self-contained converted flat built around 2000, with full central heating comprising on the ground floor 3 rooms, one kitchen and a bath/wc.

Determination on papers

Evidence

Preliminaries

6. Within the landlord's evidence there is a request that the comparable evidence supplied by the landlord is not shared with the tenant.

7. The schedule of rents had been shared with the tenant prior to the hearing , and the tribunal proceeded on the basis the comparable evidence had been shared with the tenant.

Submission by the tenant

8. The tenant by letter to the Tribunal by Jaymee Stedman on behalf of Josephine Stedman refuted any claims of the property being in a neglected condition, contending that any apparent disrepair was the removal of surface level "frosting" applied to glass for privacy purposes because the subject glass doors face directly onto the street.

9. The tenant also completed a reply form noting the landlord was responsible for the provision of central heating, double glazing, carpets, curtains and white goods.

10. The tenant noted the following were included in their lit of disrepairs

- Black mould in the back room

- Leak in the kitchen ceiling
- Some lights not working
- An extractor fan defective
- Door handles defective
- Kitchen taps leak

11. The submissions included a copy of a document entitled " Protected tenancy of Flat 20A 10/40 Ridgemont Street WC1. The document notes in terms of repairing,

4Tenants Obligations
4.6 Repair

There are several provisions but of note are (i) to prevent damage to walls, floor coverings, to take precautions to prevent damage to taps, take all reasonable precautions to prevent condensation.

12. The tenant made no representations as to rental levels other than the original fair rent was better and the increase is very steep.

Submission by the landlord

13. The landlord by e mail 29 May 2026 notes, the tenant was previously a protected tenant in occupation at 29 Ridgemont Street but was relocated to the subject property on 16 December 2019.

14. The accommodation was said to comprise an open plan living room/kitchen, master bedroom with en-suite shower/WC, a second bedroom, family bathroom/WC, gas central heating, the area of the flat being approximately 73 m2.

15. The landlord spent £4400 in 2019 preparing the property for the new tenant including new carpets, with underlay, the condition of the property being set out in an inventory, which had been supplied to the tribunal.

16. The landlord submits that whilst the tenant is responsible for all internal repairs, redecoration, furnishings, floor coverings, window dressing etc, it is contended that the landlord is undertaking may of the tenant's responsibilities.

17. The landlord contends that the dilapidated state of the property is caused by the tenant's neglect rather than the landlords failure. The landlord considered each suggested disrepair item in turn;

(a) Black mould – the landlord contended should there be black mould then it is a product of the tenants lifestyle and the landlord is not responsible.
(b) Lights- the landlord said the lights may not be working because bulbs had blown- and that no request to repair the wiring had been received

by the landlord and if it had been any electrical matters would be attended to.

(c) Leaking taps- the landlord said to the extent the washers in the taps had perished this is a matter for the tenant to resolve under their repairing liability

(d) Extractor fans – there is one in a bathroom said not to work and one above the cooker- the landlord said these would be landlord's responsibilities but in the absence of reports of there disrepair the landlord had not had the opportunity to rectify to the extent they needed rectification

(e) Frosting on window, within one of the bedrooms, there is an outer panelled area which had frosting attached. The tenant has peeled the majority of this off.

(f) In the kitchen the ceiling has a damp area caused by a leak from the flat above. The landlord explained the property above had been subject to long term litigation and only recently possession had been gain. On this basis the landlord stated they would now be able to attend to the leak.

(g) The internal door handles the land contends was the responsibility of the tenant.

18. The landlord provided UpToDate letting evidence for the properties ion the ground floor owned by the landlord and in similar age and condition. Some properties were one bedroom, some were two. Of the ones that were two bedrooms some had two bathrooms similar to the subject property. The lettings of these properties were all recent , June to September 2026.

19. The landlord contends that the average rent for a 2-bedroom flat let on an AST is £39 842.40 pa.

20. The landlord took the tribunal through their valuation, with a starting point of £39000 pa. From which the landlord discounted 25% to reflect the internal repairing liability of the tenant. The landlord did note that the landlord had taken on responsibility for the white goods which is different from that of the standard protected tenancy.

21. Applying the landlord's discount of 25% produces a deduction of £9750.00 pa.

22. From which the landlord deducts a scarcity figure of 5% that is £ 1462.50 pa. 5% is adopted by the landlord on the basis that the Rents Rights act has banned competitive bidding and so the balance between supply and demand is more aligned.

This results in a rent of £ 27787.50pa. The landlord notes this includes the liability of payment of a service charge of £ 1388.45 pa.

Findings

23. The tribunal finds from the evidence notably the inventory report that when the property was let to the tenant in was in good contemporary condition. This was in 2019.

24. The tribunal finds no evidence that the tenant has requested repairs of various items of disrepair.

25. The tribunal finds all the outstanding issues of disrepair fall into the tenant's responsibility except the intercom, extractor fans, wiring, and damp area in kitchen.

26. The tribunal finds the landlord had not been given the opportunity to rectify the extractor or lighting issues.

27. The tribunal finds the leak in the kitchen ceiling was the landlord's responsibility to repair and albeit the landlord had attempted to the matter had not been resolved.

28. The tribunal finds that the only areas where the landlord was aware of a repair but had not resolved was the kitchen ceiling leak.

Valuation

29. In determining the level of rent for the fair rent, the Tribunal must carry out a valuation under section 70 of the Rent Act 1977 and then an assessment under the Rent Acts (Maximum Fair Rent) Order 1999. The latter assessment is dependent on the inflation rate between the last registered rent and the date of the current determination which is the date of hearing. The Tribunal must then adopt the lower of the two figures as the fair rent to be registered. The Tribunal cannot take into account the financial circumstances of the tenant in determining the rent.

30. The Tribunal in coming to its determination adopts the following methodology;

31. To ascertain the current rental value of the property under a contemporary tenancy informed by rents agreed within such contemporary tenancies.

(a) To adjust for improvements in specification- there are no submissions in respect of improvements.

(b) To adjust for disrepair omitted by landlord – kitchen ceiling

(c) To adjust for the terms of the tenancy compared with the terms of the contemporary assured shorthold tenancies from which the rent is derived.

(d) To adjust for the supply of curtains, carpets and white goods which a tenancy in a contemporary property would be expected to have provided by their landlord.

33. The final adjustment is that required by statute that of scarcity, which is taken as 20%, this is consistent with other scarcity allowances in the vicinity.

The tribunal rejects the landlord's content for a 5% scarcity allowance as not supported by evidence.

Analysis and decision

34. The Tribunal drawing on its expertise and knowledge of market rents, and comparable evidence supplied by the landlord and tenant, determines that a property of this size in the location, in contemporary condition would attract a rental bid of £3200.00 pcm

35. The property's condition is adjusted for landlord's omission to repair, and this is limited to the kitchen ceiling.

36. The tribunal noted also that whilst the property was in a good tenantable condition in 2019, the presence of reasonable fair wear and tear within the tenant's obligations would result in a property in less than prestigious condition, for example the bathroom and kitchens will be becoming dated.

37. The property is not in this condition and so the Tribunal makes adjustments

Market Value	£3200.00 pcm
Deduction of 20%	

(a) Fair wear and tear 2019 and 2026
(b) Internal repairs and decorations but LL responsibility for white goods and some furniture
(c) Leak to kitchen ceiling

Deduction	£640.00 pcm
Net rent	£2560.00 pcm
Deduct services	£115.70 pcm
Net rent	£2444.30 pcm
Deduction for scarcity of 20%	£488.86 pcm
Net rent	£1955.44 pcm
Add back services	£115.70 pcm
Net rent	£2071.14 pcm

38. The tenancy requires the payment of a service charge. The contemporary market rent assumes the landlord would cover such costs. The tenant would not pay a rent derived from contemporary rents inclusive of charges to then pay an addition for service charge here. The rent determined under Section 70 includes the payment of the service charge.

Decision

39. The rent calculated under section 70 Rent Act 1977 is £2071.14 pcm equivalent to £24853.68 pa say **£24854.00 pa** inclusive of service charge of **£1388.45 pa** with effect from 3 November 2026.

Chairman: R Waterhouse FRICS

Date: 3 November 2026

Appeal to the Upper Tribunal

A person wishing to appeal this decision to the Upper Tribunal (Property Chamber) on a point of law must seek permission to do so by making a written application to the First-tier Tribunal at the Regional Office which has been dealing with the case which application must:

a. be received by the said office within 28 days after the Tribunal sends to the person making the application written reasons for the decision.

b. identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.

If the application is not received within the 28 –day time limit, it must include a request for an extension of time and the reason for it not complying with the 28- day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.