

Notice of the Tribunal Decision and Register of Rents under Assured Periodic Tenancies (Section 14 Determination)

Housing Act 1988 Section 14

Address of Premises

Flat 7, Block H, Southwark Street,
London, SE1 0TJ

The Tribunal members were

Miss A Seifert FCI Arb
Mr A Parkinson MRICS

Landlord

Peabody Trust

Address

45 Westminster Bridge Road, London, SE1 7JB

Tenant

Ms Donatela Salaj

1. The rent is: £

1172

Per

Calendar
Month

(excluding water rates and council
tax but including any amounts in
paras 3)

2. The date the decision takes effect is:

30 July 2020

*3. The amount included for services is not
applicable

0.00

Per

~~*4. Service charges are variable and are not included~~

5. Date assured tenancy commenced

No written tenancy provided

6. Length of the term or rental period

monthly

7. Allocation of liability for repairs

Section 11 Landlord and Tenant Act
1985

8. Furniture provided by landlord or superior landlord

No

9. Description of premises

Second floor flat comprising 1 bedroom, 1 kitchen and 1 bathroom. No central heating.

Chairman

Judge Seifert

Date of Decision

21 April 2021



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

Case Reference : *LON/00BE/MNR/2020/0101*

Property : Flat 7, Block H, Southwark Street,
Peabody Estate, London, SE1 0TJ ('the
property')

Applicant : Ms Donatela Salaj ('the tenant')

Representative :

Respondent : Peabody Trust ('the landlord')

Representative :

Type of Application : Section 13 Housing Act 1988

**Rent Assessment
Committee Members** : Miss A Seifert FCI Arb
Mr A Parkinson MRICS

Date and venue : 21st April 2021 at 10 Alfred Place, London
WC1E 7LR

Date of Decision : 21st April 2021

REASONS FOR DECISION

The background

1. By a notice under section 13(2) of the Housing Act 1988 dated 8th June 2020, the respondent landlord proposed a new rent for the property of £1,205.99 per month in place of the existing rent of £1,172 per month.
2. The notice stated that the starting date for the new rent would be 30th July 2020. However, the new rent would not be charged until 1st August 2020.
3. By an application to the Tribunal under section 13(4) of the Housing Act 1988, dated 3rd July 2020, the tenant referred the notice proposing a new rent to the Rent Assessment Committee ('the Tribunal') for a determination.
4. It was stated in the application that the tenant entered into an assured tenancy with the landlord of the property. There was a written tenancy agreement between the parties, but no copy of the agreement was provided to the Tribunal. No services and no furniture were provided under the tenancy.
5. The Tribunal issued Directions dated 22nd January 2021. In the Directions it was stated that the Tribunal would decide the application based on the written submissions of the parties. However, both parties were provided with the opportunity to request a hearing which may have been by way of telephone hearing or video conferencing. The Directions stated that if a request for an inspection was made this would be for an external inspection only. No such requests were made. The parties indicated that they were content for the Tribunal to set the rent on the basis of the papers provided without an inspection or a hearing. The matter proceeded to be determined on the papers.

The Evidence

6. Information was provided by the tenant in the application and the Reply to the Directions. The property is a second floor flat. There is no lift. The accommodation as described in the Reply to the Tribunal's Directions, comprised one bedroom, one kitchen and a bathroom. In the Reply it was noted that the property had no central heating or double glazing.
7. The tenant did not identify any improvements carried out to the property.

8. The following disrepairs/ defects were noted in the Reply form:
 - a. A leak from the neighbour's property above the flat into the ceiling of the bathroom, has occurred on multiple occasions although it was supposed to have been fixed. It was claimed that this occurred during the night and had caused damage to the bathroom and that there was danger of the water going into the electrical installations. The tenant stated that she had fixed the issues caused, but the leak continues to occur. She has not been informed of the root cause of the issue. On the occasions that this has happened the bathroom has not been usable.
 - b. Mice have appeared in the kitchen of the flat during the lockdown and the landlord had not been able to attend.
9. For the above reasons, the tenant submitted that she considered the proposed rent increase was not appropriate.
10. No written submissions were provided by the landlord. No specific comparable evidence was provided by either party.

The law

11. The process by which the Rent Assessment Committee determines a rent following a referral by a tenant under section 13 of the Act is set out in section 14 of the Act.
 - (1) Where, under subsection 4(a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4), the Committee consider that the dwelling house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy-
 - (a) which is a periodic tenancy having the same periods as those of the tenancy to which the notice relates;
 - (b) which begins at the beginning of the new period specified in the notice;
 - (c) the terms of which (other than relating to the amount of the rent) are the same as those of the tenancy to which the notice relates; and
 - (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.
 - (2) In making a determination under this section, there shall be disregarded-
 - (a) any effect on the rent attributable to the granting of a tenancy to a sitting tenant;
 - (b) any increase in the value of the dwelling-house attributable to a relevant improvement carried out by a person who at the time it was carried out was the tenant, if the improvement-

- (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
- (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and
- (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.

Decision

12. In accordance with the terms of section 14 of the Act, the Tribunal proceeded to determine the rent at which it considered that the property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy. In doing so the Tribunal, as required by section 14(1), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2).
13. No evidence of open market rents was provided by either party and the Tribunal relied on its knowledge and experience as an expert tribunal.
14. In the first instance the Tribunal determined what rent the landlord could reasonably be expected to obtain for the property in the open market if it were let today in the condition considered usual for such an open market letting. However, the actual flat is not in such a condition, including the leaks, which had on occasion rendered the bathroom unusable, and infestation of mice. It was therefore necessary to adjust the open market rent to allow for the condition of the flat as described in the evidence.
15. As an expert Tribunal and having regard to our own general knowledge of market rents in the area of Southwark, and taking into account the condition of the Flat as described in the evidence, the Tribunal considered the adjusted market rent for the flat to be £1,172 per calendar month.
16. The Tribunal determined the rent for the Flat at £1,172 per calendar month, which was the same as the existing rent, payable from the date stated in the landlord's notice.

Name: A Seifert

Date: 21st April 2021

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 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 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.

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