

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

Housing Act 1988 Section 14

Address of Premises207 Sangley Road, Catford, London,
SE6 2DY**The Tribunal members were**

Mrs E Flint FRICS

Landlord

London & Quadrant Housing Trust

Address

Cray House, 3 Maidstone Road, Sidcup, Kent, DA14 5HU

Tenant

Mr L Spektor

1. The rent is: £

140.00

Per

Week

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

2. The date the decision takes effect is:

01 April 2020

*3. The amount included for services is

£22.96

Per

week

*4. Service charges are variable and are not included

5. Date assured tenancy commenced

11 October 2010

6. Length of the term or rental period

weekly

7. Allocation of liability for repairs

As per agreement S11 applies

8. Furniture provided by landlord or superior landlord

None

9. Description of premises

Ground floor flat comprising two rooms, kitchen and bathroom/wc

Chairman

E Flint

Date of Decision

30 April 2021



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

Case Reference : **LON/00AZ/MNR/2020/0032
P:PAPERREMOTE**

Property : **207 Sangley Road Catford London SE6 2DY**

Applicant : **Mr Laib Spektor**

Respondent : **L & Q Housing Trust**

Date of Application : **19 February 2020**

Type of Application : **Determination of the market rent under
Section 14 Housing Act 1988**

Tribunal : **Mrs E Flint FRICS**

**Date and venue of
Determination** : **30 April 2021
remote hearing on the papers.**

DECISION

The market rent as at 1 April 2020 is £140 per week.

This has been a remote hearing on the papers which has been consented to by the parties. The form of remote hearing was, P:PAPERREMOTE. A face to face hearing was not held because no one requested the same, it was not practicable and all the issues could be determined on the papers.

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Background

1. On 19 February 2020 the tenant of the above house referred to the Tribunal a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988.
2. The landlord's notice, which proposed a rent of £105.55 per week with effect from 1 April 2020, is dated 3 February 2020.
3. The tenancy is an assured tenancy which commenced on 11 October 2010.
4. Owing to the Covid 19 restrictions the parties were asked if they would consent to the application being dealt with on the paper. The tenant sent written representations, no written representations were received from or on behalf of the landlord.

The Evidence

5. The tenant stated there is asbestos in the floor tiles in the living room and bedroom. The flat has the benefit of double glazing but is not centrally heated and was let unfurnished without carpets, curtains or white goods.

The Accommodation

6. The Tribunal viewed the locality on Streetview. The flat is on the ground floor of a three storey purpose built block situated on a busy main road which is a bus route. Local shops are on the opposite side of the road, a matter of a few minutes' walk from the subject premises.
7. The accommodation comprises two rooms, kitchen and bathroom/wc.

The law

8. In accordance with the terms of section 14 Housing Act 1988 the Tribunal proceeded to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
9. In so doing 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) of that Act.

Valuation

10. In coming to its decision, as neither party provided any rental evidence I have relied on my own general knowledge of rental levels in Catford.
11. The flat is not in the condition usually found in flats let on the open market under an Assured Shorthold tenancy where modernised kitchens and bathrooms and central heating are considered the norm, often with white goods being supplied by the landlord. In determining the rental value of the subject property, I have taken into account the terms of the tenancy.

The decision

12. I have concluded that the rent at which the property might reasonably be expected to be let in its current condition on the open market is £140 per week.
13. The Tribunal determines the rent at £140 per week with effect from 1 April 2020 in accordance with the landlord's notice. The rent determined by the Tribunal sets a ceiling on the rent which may be charged by the landlord. In this case the actual rent the landlord is seeking is less than the market rent.

Chairman: Evelyn Flint

Dated: 30 April 2021

ANNEX - RIGHTS OF APPEAL

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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 Housing Act 1988

14 Determination of rent by rent assessment committee.

(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) below, 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.

(3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates or the following conditions are satisfied, namely—

- (a) that it was carried out not more than twenty-one years before the date of service of the notice; and
- (b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and
- (c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.

(4) In this section “rent” does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements....