

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

Housing Act 1988 Section 14

Address of Premises

94A Caversham Avenue, London, N13
4LN

The Tribunal members were

Mrs Evelyn Flint DMS FRICS IRRV

Landlord

Mrs Catherine Woods

Address

43 Hillfield Park, London, N21 3QJ

Tenant

Ms Panagiota Markou

1. The rent is: £

1300.00

Per

Calendar
Month

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

2. The date the decision takes effect is:

20 April 2021

*3. The amount included for services is/is
negligible/not applicable

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Per

-

*4. Service charges are variable and are not included

5. Date assured tenancy commenced

20 October 2018

6. Length of the term or rental period

monthly

7. Allocation of liability for repairs

As per agreement

8. Furniture provided by landlord or superior landlord

Day bed, coffee table

9. Description of premises

Ground floor flat in converted Edwardian house comprising three rooms, kitchen bathroom and separate wc, benefitting from double glazing, gas central heating and garden.

Chairman

E Flint

Date of Decision

20 April 2021



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

Case Reference : LON/00AK/MNR/2020/0126
P:PAPERREMOTE

Property : 94A Caversham Avenue London N13 4LN

Applicant : Miss Panayiota Markou

Respondent : Mrs Catherine Woods

Date of Application : 10 September 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** : 20 April 2021
remote hearing on the papers.

DECISION

The market rent as at 20 April 2021 is £1300 per month.

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. The documents that I was referred to are in a bundle the contents of which I have recorded.

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Background

1. On 10 September 2020 the tenant of the above flat 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 £1350 per month with effect from 15 October 2020, is dated 21 August 2020.
3. The tenancy is an assured tenancy which commenced on 20 October 2018.
4. Owing to the Covid 19 restrictions the parties were asked if they would consent to the application being dealt with on the paper. Both parties consented and sent written representations.

The Evidence

5. The tenant referred to two similar flats available to rent at £1395 and £1095 per month and enclosed copies of the letting details. She noted that some of the original floor tiles were missing in two areas of the flat and provided photographs of the accommodation.
6. The landlord stated that at the beginning of the tenancy the flat which has many period features had been redecorated, a new gas cooker, fridge/freezer and washing machine had been installed together with wooden flooring in the living and bedroom and a new wash basin and vinyl flooring in the bathroom. In 2019 the original windows had been replaced with double glazed units and noise insulation installed between the ground and first floors. A time line showing issues raised by the tenant and when any repairs were carried out was also provided.
7. The property had been marketed at £1300 per month in 2018 and a letting agreed at £1200 per month. A flat almost opposite was on the market at £1395 per month.

The Accommodation

8. The subject property is situated in Palmers Green in a residential road close to local amenities and transport links. The accommodation is on the ground floor in a converted Edwardian House and comprises two reception rooms, kitchen, bathroom and separate wc. The flat is centrally heated and has double glazed windows, including French windows providing access to the rear garden. Many of the original features of the house, including coving and ceiling roses have been retained.

The law

9. 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.
10. 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

11. In coming to my decision, I have taken into account the rental evidence provided by both parties, noting the degree of modernisation etc of the comparable and concluded that the open market rental value of the subject property, let unfurnished is £1300 per month.

Determination

12. The Tribunal determines the rent at £1300 per month with effect from 20 April 2021. The tenant is on a low income, the rent is above the Local Housing Allowance, universal credit will not cover the increase. If the rent was backdated to the date in the landlord's notice the tenant would immediately be in arrears by £700 which would cause her undue hardship.

Chairman: Evelyn Flint

Dated: 20 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....