

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

Housing Act 1988 Section 14

Address of Premises

117A Burnt Oak Broadway, Edgware, Middlesex, HA8 5EN

The Tribunal members were

Mr A Harris LLM FRICS FCI Arb

Landlord

Ajmeet Singh Chawla

Address

117 Burnt Oak Broadway, Edgware, Middlesex, HA8 5EN

Tenant

Mr Ramesh Patel

1. The rent is: £

182.00

Per

week

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

2. The date the decision takes effect is:

16 October 2020

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

Per

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

5. Date assured tenancy commenced

14 June 1994

6. Length of the term or rental period

Weekly

7. Allocation of liability for repairs

S11 Housing Act 1985

8. Furniture provided by landlord or superior landlord

None

9. Description of premises

A 1st floor 2 bedroom flat over commercial premises, double glazed but without central heating.

Chairman

A Harris

Date of Decision

21 July 2021



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

Case reference : **LON/00AQ/MNR/2020/0128**

HMCTS code (paper, video, audio) : **P: PAPERREMOTE**

Property : **117A Burnt Oak Broadway,
Edgware, Middlesex, HA8 5EN**

Applicant Tenant : **Ramesh Patel**

Representative : **In Person**

Respondent Landlord : **Ajmeet Singh Chawla**

Representative : **In Person**

Type of application : **Market Rent under s13 & 14 of the
Housing Act 1988**

Tribunal member(s) : **Mr A Harris LLM FRICS FCIArb**

Date and venue of hearing : **21 July 2021 at 10 Alfred Place,
London WC1E 7LR**

Date of decision : **21 July 2021**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote hearing on the papers. The form of remote hearing was P:PAPERREMOTE. The Directions dated 23 February and amended on 14 April 2021 set out that the tribunal was not able to hold face to face hearings or carry out internal inspections. The decision made is described at the end of these reasons. The documents that the tribunal was referred to are the notice of increase, the application and covering correspondence and submissions from both parties, the contents of which the tribunal have noted.

Decisions of the tribunal

- (1) The tribunal determines that the market rent is £180.00 (one hundred and eighty pounds) per calendar week.
- (2) The tribunal makes the determinations as set out under the various headings in this decision.

The application

1. The applicant seeks a determination pursuant to section 13 & 14 of the Housing Act 1988 following the service of a notice by the landlord proposing a rent increase to £287.50 per week.

Background

2. On 8 September 2020 the landlord served a notice of rent increase proposing a new rent of £287.50 per week in place of the existing rent of £187.00 per week. The starting date for the new rent would be 16 October 2020.
3. On 15 September 2020 the tenant, Mr Patel appealed to the tribunal.
4. An inspection was not possible on this occasion and the tribunal relied on the evidence provided both parties and the previous decision of the tribunal dated 17 February 2017 which was in evidence.
5. On 18 June 2021, the tribunal wrote to the parties seeking clarification regarding a tenancy agreement to run from a term from 1 June 2016 in place of the original agreement for a three-year term from 14 June 1994 which continued on a periodic basis. The tribunal is satisfied that the 2016 agreement was never signed and that the original periodic tenancy is the correct tenancy for the purpose of these proceedings and therefore the tribunal has jurisdiction.

The property

6. The property has not been inspected for the purpose of these proceedings and the description used by the previous tribunal has been adopted subject to any adjustment for repair and condition shown in the submissions of the parties.
7. The property fronts on to a main commercial Road situated of a small side road with access at the rear virus staircase. This access is partly shared with the next door property. Accommodation consists of one living room 2 bedrooms kitchen and bathroom/WC. The flat is above a shop. The premises were rewired in 2001 but there is no central heating.
8. The previous decision showed that the 1st bedroom had a fireplace but was not modernised, the 2nd bedroom was not modernised and had dated decorations. The water tank had been leaking for the previous 8 years and the bathroom was not modernised and was dated. Kitchen units have been supplied by the tenant mother landlord had undertaken some tiling and provide a cooker hood. The layout of the flat is described as poor with both bedrooms having access directly from the living room.

The landlord's evidence

9. The Landlord in his reply form stated that the tenancy had the benefit of carpets and curtains and white goods at the commencement of the tenancy in 1994. The current landlord is not the original landlord and there is no inventory attached that tenancy agreement. The previous tribunal made deductions for the lack of carpets and curtains and white goods. In the absence of any evidence to the contrary, the tribunal accepts this position.
10. The Landlord's proposed rent is based on local housing allowance rates of £287.50 per week for 2 bedroom flats as the tenant has refused to allow modernisation of the flat or the installation of central heating. The previous tribunal made a deduction of 40% including a deduction of 10% for the lack of central heating, 5% for the state of repair, 5% for the condition of the bathroom and 5% for the kitchen. The Landlord states since that decision he has tried to modernise and improve the dwelling to reduce the discount and achieve an open market rent of £1350 per month as stated by the tribunal.
11. The Landlord refers to the Tenant's evidence including letters from the environmental health department including a recommendation for fixed heating. The Tenant has refused to allow this to be installed.
12. Correspondence is included in the submissions regarding various appointments for contractors to gain access and reference is made to the letter of the Tenant dated 11 December 2019 where the tenant categorically refuses to have any improvement or refurbishment work done alleging that if something is not broken or deteriorated there is no need for any repairs or maintenance.

13. Since the previous tribunal a number of windows have been replaced.
14. The tribunal has no power to order the tenant to allow repairs or improvements. The rent will be fixed on the statutory basis. No comparable evidence has been supplied on an open market basis.

The tenant's evidence

15. In the reply form the Tenant confirms that kitchen and bathroom windows were replaced in 2020 by the landlord. Additionally, it is stated that home improvements were made by the Tenant in 2001 including new carpets and repainting. The current electric heating was supplied by the Tenant.
16. The Tenant includes various emails with the environmental health department and complaints about disrepair. A letter of confirmation of some repairs carried out in 2017 has been provided. Correspondence from 2017 and 2018 refers to a problem of mould growth possibly from leaking rainwater goods but there is no evidence as to whether this is continuing.
17. The Tenant has not supplied any rental evidence.

The Law

18. The tribunal must first determine that the landlord's notice under section 13(2) satisfied the requirements of that section and was validly served.
19. The Housing Act 1988, section 14 requires the tribunal 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.
20. In so doing the tribunal, is required by section 14(1), to ignore the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act. Any improvements made during the previous regulated tenancy are no longer disregarded.

Valuation

21. No rental evidence had been put forward by either party. The Landlord relies entirely on housing allowance rates.
22. In the absence of any rental evidence supplied by the parties, the tribunal relies on its own knowledge and experience. The tribunal is of the view that rents have fallen in the London area recently and there is no evidence before the tribunal this trend has stopped or been reversed.

23. The tribunal considers that the flat in good repair and with the amenities required by the market would let at a rent of £280.00 per week. The tribunal has then considered whether the deduction of 40% made by the previous tribunal was still correct and decided that it should be reduced to 35% in consideration of repairs carried out. The tribunal determines a rent of £182.00 per week.

Effective date

24. Under s14 (7) of the Housing Act 1988 the effective date of the decision would normally be the date shown on the application unless there is hardship to the tenant.
25. The tribunal received no evidence of hardship and therefore the effective date of the decision is 16 October 2020.

Name: A P Harris LLM FRICS FCI Arb
Valuer Chair **Date: 21 July 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 (Lands Chamber).