

**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 A, 54 Bessborough Place,
London, SW1V 3SG

The Tribunal members were

Mrs E Flint FRICS

Landlord

Peabody Trust

Address

45 Westminster Bridge Road, London, SE1 7JB

Tenant

Mr M W Rudd

1. The rent is: £

1050

Per

month

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

2. The date the decision takes effect is:

1 October 2020

*3. The amount included for services is
not applicable

Per

4. Date assured tenancy commenced

1st June 1994

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

None

9. Description of premises

Ground floor flat in purpose built block c1980 comprising 2 rooms, kitchen, bathroom/wc,
central heating

Chairman

E Flint

Date of Decision

18 June 2021



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

Case Reference : **LON/00BK/MNR/2020/0117
V:CVPREMOTE**

Property : **Flat A, 54 Bessborough Place, London,
SW1V 3SG**

Applicant : **Mr M W Rudd**

Respondent : **Peabody Trust**

Date of Application : **8 August 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** : **18 June 2021
remote video hearing.**

DECISION

The market rent as at 1 October 2020 is £1050 per month.

This has been a remote hearing which has been consented to by the parties. The form of remote hearing was CVPREMOTE with all participants joining from elsewhere. A face-to-face hearing was not held because it was not practicable and all issues could be determined in a remote hearing. The documents that the Tribunal were referred to are in a bundle, the contents of which have been noted. The order made is described below.

Background

1. On 8 August 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 £754.52 per month with effect from 1 October 2020, is dated 27 July 2020.
3. The tenancy is an assured tenancy which commenced on 1st June 1994. The rent payable is capped under a system agreed when the Crown Estate transferred the property to the Peabody Trust. One of the methods is to cap the rent payable at 60% of the open market rent.
4. Owing to the Covid 19 restrictions the parties were asked if they would consent to the application being dealt via a video hearing without an inspection of the property. The tenant sent written representations with photographs, no representations were received from or on behalf of the landlord.

The Evidence

5. Mr Judd said that he had lived in the flat since 1994. The flat is on the ground floor of a purpose built block constructed in the 1980's behind the façade of early Victorian terraced houses. The flat comprises two rooms, kitchen and bathroom/wc. The windows to the front are single glazed sash windows, the windows to the rear were replaced in the 1990's. The central heating boiler had been replaced in August 2019. No works of modernisation had been carried out to either the kitchen or bathroom since he had moved in. The kitchen units were in poor condition and the enamel on the bath was worn resulting in rusty patches. Peabody had a programme to refurbish the kitchens and bathrooms on the estate but his flat had not been refurbished.
6. There used to be a neighbourhood office however it was closed and the area has suffered from petty crime, there have been a number of thefts of bicycles from the bike shed opposite the flat. The front garden is overgrown, the street lighting has not been working for three months, the refuse bins at the rear are unsecured and consequently vermin are attracted to the bin area.
7. His rent is capped at 60% of the open market rent. Peabody have increased the rent each year. He decided to look at asking rents in the locality. A ground floor flat a few doors away, identical in layout had been let recently on the open market for £1124 per month. He thought this was the best comparable.
8. Other one bedroom flats within a short distance had asking rents of £1200 to £1248 per month, the latter included heating and hot water: all were in better condition, in better quality blocks. A three roomed flat in Dolphin Square was available for £1300 per month: Dolphin Square was a desirable location with a number of on site facilities, yet the asking rent was lower than the open market rent used to calculate the rent on his flat.

9. He was of the opinion that the open market rent of his flat could not exceed £1124 per month because that was the rent achieved for a flat in the same block but in better condition.

The Accommodation

10. The Tribunal viewed the locality on Streetview. The property is situated on the edge of a conservation area on an estate of flats with children's playground, communal garden.
11. The accommodation as let is unmodernised, unfurnished without white goods, floor or window coverings.

The law

12. 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.
13. 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

14. In coming to its decision, I have relied on the evidence supplied by the tenant and my own general knowledge of rents in Pimlico.
15. In determining the rental value of the subject property, I have taken into account the terms of the tenancy, the condition of the flat, the lack of landlord's white goods, floor and window coverings generally provided in open market lettings.

The decision

16. 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 under the terms of the tenancy is £1050 per month.
17. The rent is determined at £1050 per month with effect from 1 October 2020 in accordance with the landlord's notice.

Chairman: Evelyn Flint

Dated: 18 June 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 to 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....