

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

Housing Act 1988 Section 14

Address of Premises

68 Thomson House, Bessborough
Place, London, SW1V 3SL

The Tribunal members were

Mrs E Flint FRICS

Landlord

Peabody Trust

Address

45 Westminster Bridge Road, London, SE1 7JB

Tenant

Ms Gnana Saundari Amirtham

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

22 January 2004

5. Length of the term or rental period

monthly

6. Allocation of liability for repairs

As per agreement

7. Furniture provided by landlord or superior landlord

None

9. Description of premises

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

Chairman

E Flint

Date of Decision

18 June 2021



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

Case Reference : LON/OOBK/MNR/2020/0127
V:CVPREMOTE

Property : 68 Thomson House 68 Bessborough Place
London SW1V 3SL

Applicant : Ms G Amirtham

Respondent : Peabody Trust

Date of Application : 13 September 2020

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

Tribunal : Mrs E Flint DMS 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.

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Background

1. On 8 August 2020, the tenant 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 £771.08 per month with effect from 1 October 2020, was accompanied by a letter setting out the various methods which had been used in capping the rent, one of which was set at 60% of the open market rental value.
3. The tenancy is a periodic tenancy which commenced on 22nd January 2004.
4. A video hearing was held at which the tenant appeared the landlord was not present or represented. Prior to the hearing the Tribunal received written representations including photographs from the tenant, no written representations were received from or on behalf of the landlord.

The Hearing

5. Ms Amirtham described the premises, a four storey red brick purpose built block which had been built by the Crown Estate to house its workers, but has subsequently been used to house key workers. There was no security to the external communal areas, the ceiling to the covered car parking area was disintegrating. There was evidence of antisocial behaviour, particularly around the car parking area. The lifts were often out of order.
6. She said that the flat is situated on the third floor and comprises two rooms, kitchen and bathroom; neither the kitchen or bathroom benefit have windows. The central heating boiler was replaced in September 2019, she considered the installation to be of a poor standard. The lights in the bathroom cease functioning every few months.
7. The front door to the flat had been replaced with a fire door which included a letter box. The entrance door to the block does not have a video entry phone, consequently strangers gain access to the common parts by stating that they have a delivery, this reduces the security of the block.
8. She wished to contest the market value proposed by Peabody. She referred to asking rents of six flats within a short distance of the flat, which she said were better quality, where the asking rents were negotiable whereas Peabody did not negotiate the rent for their flats. The comparables were all two roomed with kitchen and bath/wc. The flats were in superior blocks, modernised with white goods and floor coverings, some were furnished, all offered superior facilities. The asking rents ranged from £1200 to £1257 per month.
9. Ms Amirtham was of the opinion that the rental value of the flat was less than £1200 per month based on the comparable evidence.

The Accommodation

10. The Tribunal viewed the locality via google maps and associated programmes.
11. The premises are situated in a purpose-built block c1980 within a gated estate of flats and houses with communal garden, children's playground and car parking facilities. Number 68 is on the third floor overlooking the communal gardens, the layout of all the flats in the block is identical. The flats are centrally heated and double glazed. The white goods, carpets, curtains and blinds are provided by the tenants.

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 had regard to the evidence supplied by the tenant and my own general knowledge of market rent levels in the area of Pimlico. The Tribunal found that the comparables were all superior in quality to the subject premises and benefited from white goods, floor coverings and the landlord was responsible for internal decorations.

The decision

15. The Tribunal concluded that the rent at which the property might reasonably be expected to be let on the open market would be £1050 per month reflecting the lack of modernisation and terms of the tenancy.
16. The rent has been assessed as at 1 October 2020 in accordance with the landlord's letter accompanying the 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....