



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

Case Reference : **CHI/00HP/MNR/2021/0024**

Property : **Flat 1
22 St Clair Road
Poole Dorset
BH13 7JR**

Applicant Tenant : **Miss V Valentine**

Representative : **None**

Respondent Landlord : **Ms N Mehson**

Representative : **None**

Type of Application : **Determination of a Market Rent
sections 13 & 14 of the Housing Act
1988**

Tribunal Members : **Mr I R Perry BSc FRICS
Ms C D Barton BSc MRICS
Mr J S Reichel BSc MRICS**

Date of Inspection : **None, case decided on papers**

Date of decision : **10th May 2021**

DECISION

Summary of Decision

1. On 10th May 2021 the Tribunal determined a market rent of £1,040 per month to take effect from 11th April 2021.

Background

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 4th March 2021 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,399 per month in place of the existing rent of £999 per month to take effect from 11th April 2021. The notice complied with the legal requirements.
4. On 10th March 2021 the Tenant made an application to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. The Coronavirus pandemic and considerations of health have caused a suspension of inspections and Tribunal hearings in person until further notice.
6. The Tribunal issued directions on 18th March 2021 informing the parties that the Tribunal intended to determine the rent based on written representations. The parties were invited to make submissions which could include photographs or videos.
7. Both parties submitted detailed papers by the specified dates setting out their respective cases. The papers were also copied to the other party. The Tribunal met on 10th May 2021 to consider the matter.

The property

8. From the information given in the papers and available on the internet the property comprises a converted ground floor flat within a large, detached house situated 150 metres from Canford Cliffs beach.
9. The accommodation is described as including 4 main rooms, a Kitchen, Bathroom, a second en-suite Bathroom, a Cloakroom with WC and a Utility Room which is accessed from outside the main accommodation. There are shared gardens for which the Landlord retains the maintenance liability.
10. The property has central heating and double glazing. Carpets are partially provided by the Landlord and white goods are provided by the Tenant.

Submissions

11. The initial tenancy began on 7th September 2021 for less than six months, expiring on 26th February 2021 at a rent of £999 per month.
12. Within the papers submitted the Applicant includes photographs which show the condition of the carpets, kitchen cupboards, bathroom fittings and some areas of black mould growth. The Applicant also provides evidence of other properties available to rent in the area.
13. The Respondent points the Tribunal to the fitted wardrobes in the bedrooms and also provides evidence of other properties to let in the area.
14. The parties both refer to the condition of a tree within the grounds. The parties also differ in their understanding of how long the Applicant would be living at the property and how many of the main rooms should be described as bedrooms or living rooms.

The law

S14 Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal 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, in respect of council tax 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.

Consideration and Valuation

- 15. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having read and considered the papers it decided that it could do so.
- 16. The Tribunal is required to determine the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under an assured tenancy. The personal circumstances of the parties are not relevant to this issue and the decision of the Tribunal is not affected by the parties intentions in respect of the original term of the lease.
- 17. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in the Bournemouth area the Tribunal decided that the

market rent for the subject property if let today in a condition that was usual for such an open market letting would be £1,600 per month.

18. However the property is not in a condition that would be expected in order to command this level of rent and a number of adjustments need to be made to reflect this.
19. The Tribunal decided that a deduction of £160 per month should be made to reflect the standard of the kitchen fittings, £75 to reflect the Tenant's provision of white goods, £75 to reflect dampness and associated mould growth, £50 per month for the condition of the bathroom fittings and £200 per month to reflect the dated and tired condition and decoration.
20. Accordingly a total deduction should be made :

Age and condition of kitchen fittings	£160
Tenant's provision of white goods	£75
Dampness and mould	£75
Dated and tired bathroom fittings	£50
Dated and tired condition and decoration	£200
TOTAL	<hr/> £560

21. The Tenant made no representation that the starting date for the new rent specified in the Landlord's notice would cause the Tenant undue hardship.

Determination

22. The Tribunal therefore decided that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy was £1,040 per month.
23. The Tribunal directed that the new rent of £1,040 per month should take effect from 11th April 2021, this being the date specified in the Notice.

RIGHTS OF APPEAL

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) must seek permission to do so by making written application to the First-tier Tribunal at the Regional office which has been dealing with the case. Where possible you should send your application for permission to appeal by email to rpsouthern@justice.gov.uk as this will enable the First-tier Tribunal Regional office to deal with it more efficiently.

2. The application must arrive at the Tribunal within 28 days after the Tribunal sends to the person making the application written reasons for the decision.
3. If the person wishing to appeal does not comply with the 28-day time limit, the person shall include with the application for permission to appeal a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then decide whether to extend time or not to allow the application for permission to appeal to proceed.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates, state the grounds of appeal, and state the result the party making the application is seeking.