



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

Case Reference : **CHI/43UB/MNR/2021/0120**

Property : **79 Hogshill Lane
Cobham
Surrey
KT11 2AH**

Landlord : **Bradford Property Trust Ltd**

Representative : **Grainger PLC**

Tenant : **Mr M R Keen**

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
Mr N I Robinson FRICS
Mr M C Woodrow MRICS**

Date of Inspection : **None. Paper determination**

Date of Decision : **9th December 2021**

DECISION

Summary of Decision

1. On 9th December 2021 the Tribunal determined a market rent of £1,200 per month to take effect from 1st November 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 23rd September 2021 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,200 per month in place of the existing rent of £1,150 per month to take effect from 1st November 2021. The notice complied with the legal requirements.
4. On 14th October 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 27th October 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. The tenant submitted papers by the specified date which were copied to the Landlord's Agent.
8. As stated in the Directions, as no objection was received from either party, the Tribunal determined the case on 9th December 2021 based on the documents received without an oral hearing.

The Property

9. From the information given in the papers and available on the internet the property comprises a small semi-detached house situated in a residential area a short distance from the centre of Cobham. There are shopping facilities and schools within the locality.
10. The accommodation is described as including a two Living Rooms, two Bedrooms, Kitchen, Shower Room and WC. There is a hard standing for one car at the front and a small garden at the rear.
11. The property has brick elevations under a pitched slate roof and there is access at the side of the house from the front to the rear garden.
12. The accommodation has central heating and some double glazing.

Submissions

13. The original tenancy commenced in 1954 when Mr Keen's mother was the Tenant. Following her death in May 2020 the tenancy passed to Mr Keen.
14. The Tenant states that the central heating had been installed by the previous tenants who had carried out other improvements over many years. The Landlord had replaced the boiler.
15. The Tenant also refers to some minor repairs that are outstanding, and states that he provides the white goods, carpets and curtains.
16. The Tribunal was not provided with a copy of the current tenancy agreement and the Landlord made no written submissions.

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

- 17. 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.
- 18. 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 Tenant are not relevant to this issue.
- 19. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in the 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 £1,300 per month.
- 20. The Tribunal needs to reflect by way of a deduction in rent, any improvements to the property made by the existing Tenant. There is established case law that a Tenant of a statutory tenancy by succession,

as in this case, is not entitled to the benefit of the disregard of improvements carried out before he became the Tenant. Accordingly, the improvements carried out by the Tenant's mother before her death are not to be reflected by any discount to the new rent fixed by this or any subsequent Tribunal.

21. The Tribunal also needs to adjust the open market rent to reflect items provided by the Tenant which would normally be provided by the Landlord in any open market letting.
22. Using its experience the Tribunal decided that the following adjustments should be made:

Tenant's provision of white goods	£30
Tenant's provision of carpets and curtains	£50
Minor outstanding repairs	£20
	<hr/>
TOTAL	£100

23. 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

24. 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 £1,200 per month.
25. The Tribunal directed that the new rent of £1,200 per month should take effect from 1st November 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.