



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

Case Reference : **CHI/00HX/MNR/2020/0090**

Property : **5 Briar Fields
Swindon
Wiltshire
SN1 2QN**

Applicant : **Mr Robin and Mrs Alison Hall**

Representative : **None**

Respondent : **Mr Kashmir Singh**

Representative : **Belvoir Swindon**

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 Barton BSc MRICS
Mr J Reichel BSc MRICS**

Date of Inspection : **None. Determined on the papers**

Date of Decision : **3rd February 2021**

DECISION

Summary of Decision

1. On 3rd February 2021 the Tribunal determined a market rent of £925 month to take effect from 14th December 2020.

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 13th October 2020 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,025 per month in place of the existing rent of £925 per month to take effect from the 14th December 2020. The notice complied with the legal requirements.
4. On 9th December 2020 the Tenant applied 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 of Tribunal hearings in person until further notice.
6. The Tribunal office informed the parties that the Tribunal intended to determine the rent based on written representations subject to an objection from either party and that the parties could submit photographs or video evidence in support of their claim. No such objection was received. A Tribunal was arranged for 3rd February 2021.

The property

7. From the information given in the papers and available on the internet the property comprises a modern detached house in an area of similar properties within one mile of the City Centre.
8. The accommodation is described as including a Living Room, Dining room, Study, Kitchen, downstairs WC, 4 Bedrooms, 1 ensuite and 1 Bathroom. There is a gas-fired central heating system, windows are double glazed. Outside there is a single parking space and modest sized gardens.

Submissions

9. The initial tenancy began on 14th February 2009 at a rent of £750 per month.
10. The Landlord's Agent submitted a Rightmove report of comparable properties listed in the area as available to let but no evidence of actual rental prices achieved. The Agent specifically refers to number 3 Briar Fields available to let at £1,050 per month. This house is larger than

number 5 Briar Fields, has a garage and additional parking spaces and is in better condition.

11. The Applicants had renewed decorations to the property and carried out repairs which would normally be done by a Landlord. These works include repair to central heating and hot water system, repair of leaking radiators, replacing defective lights, repair kitchen cabinets, repair of defective window catches and replacement of broken or missing soffit vents.
12. The Applicants also submitted a video showing defective door and window catches, worn and badly fitted carpets, absence of flooring to the bathroom, water damage to the bathroom ceiling, general wear and tear to tiling and cupboards, broken shower cubicle, worn out kitchen and utility flooring, broken oven, tiles missing to kitchen walls, corroded radiators and a leaking boiler pipe, rotten floor and defective roof to shed, dilapidated fences, rotten garden store,

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

- 13. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers, photographs and video submitted only with no oral hearing. Having read and considered the papers it decided that it could do so.
- 14. 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.
- 15. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Swindon 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 £1,025 per month.
- 16. However the property is not in such a condition and certain deductions should be made from this figure. Relying on its own experience the

Tribunal decided that a deduction of £100 per month should be made to reflect the overall condition.

17. Accordingly the Tribunal decided that the rent should remain fixed at £925 per month.
18. The Tribunal received no indication that the starting date for the new rent specified in the Landlord's notice would cause the Tenant any undue hardship.

Determination

19. 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 £925 per month.
20. The Tribunal directed that the new rent of £925 per month should take effect from 14th December 2020 this being the date specified in the original 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.