



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

Case Reference : **CHI/29UD/MNR/2021/0006**

Property : **1 Sussex Road
Dartford
Kent
DA1 1SJ**

Applicant : **Ms N Harrison**

Representative : **None**

Respondent : **Ms M Gowrea**

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
Miss C D Barton BSc MRICS
Mr J S Reichel BSc MRICS**

Date of Inspection : **None, case dealt with on the papers**

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

DECISION

Summary of Decision

1. On 10th May 2021 the Tribunal determined a market rent of £650 per month to take effect from 3rd February 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 5th October 2020 the Landlord had served a Notice of Increase of Rent and the Tribunal subsequently received an application from the Tenant under Section 13(4) (a) of the Housing Act 1988. This was dated 20th January 2021 and received by the Tribunal on 22nd January 2021.
4. The Landlord's notice was found to be defective and the case was struck out on 15th January 2021.
5. On 27th December 2020 the Landlord served a new notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,100 per month in place of the existing rent of £530 per month to take effect from 3rd February 2021. The notice complied with the legal requirements.
6. Accordingly, the Tribunal deemed the Tenant to object to the new notice and accepted the application to determine the new rent.
7. On 28th January 2021 the Tribunal issued Directions to the Applicant and to Messrs Mander Cruickshank, Solicitors who were acting for the Respondent at that stage, 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.
8. On Sunday 21st February 2021 the Tribunal received an email from the Solicitors who had been acting for the Respondent explaining that the particular solicitor handling the case for Ms Gowrea had died on 15th January 2021 and that they would no longer be representing her.
9. The Tribunal wrote to the Respondent on 14th April 2021 informing her that any representations in the case must be made by 28th April 2021 after which date the Tribunal would proceed to decide the Application.
10. The Coronavirus pandemic and considerations of health have caused a suspension of inspections and Tribunal hearings in person until further notice.

11. The Applicant submitted detailed papers by the specified date which were copied to the Respondent.

The property

12. From the information given in the papers and available on the internet the property comprises a ground floor flat within a converted house with accommodation comprising a Living Room/Kitchen, Bedroom, Bathroom and use of a shared Garden.
13. The accommodation has gas-fired central heating and windows are double glazed. The white goods, curtains and blinds are provided by the Applicant. The Bathroom is dated, the Living Room carpet is in poor condition and the Kitchen is integral within the Living room.

Submissions

14. The Applicant provided evidence of a number of similar properties, purpose-built and converted, in the area let between £600 and £700 per month. The Applicant also referred to various historic disputes with the Respondent, but these are not matters for this Tribunal.

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 Tenant are not relevant to this issue.
17. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Dartford 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 £800 per month.
18. However the property is not let in a condition that would be expected in the open market so the Tribunal decided that an adjustment to the rent in the sum of £25 per month should be made to reflect the dated Bathroom, £25 per month for the Kitchen being part of the main Living Room and £40 per month to reflect the poor carpet in the Living room.
19. In addition, the Tribunal needs to reflect within the rent the Tenant's provision of white goods, curtains and blinds.
20. Using its experience the Tribunal decided that the following adjustments should be made:

Tenant's provision of white goods	£40
Tenant's provision of curtains and blinds	£20
Dated bathroom	£25
Kitchen within living space	£25
Damaged living room carpet	£40
TOTAL	<hr/> £150

21. The Applicant 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 £650 per month.
23. The Tribunal directed that the new rent of £650 per month should take effect from 3rd February 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.