



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

Case Reference : CHI/00HN/MNR/2018/0071

Property : 10 Brook Road, Bournemouth, Dorset
BH10 5NH

Type of Application : Decision in relation to Housing Act 1988

Date of Decision : 10 December 2018

Reasons for the decision

Background

1. The Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £ 760.00 in place of the existing rent of £725.00 per month to take effect from 10 December 2018.
2. On 10 October 2018 the Tribunal received an application from the Tenant under Section 13(4) (a) of the Housing Act 1988.
3. On 16 October 2018 the Tribunal made Directions requiring the landlord to send a statement to the tenant and to the Tribunal supporting the application for an increase in rent. The Tenant was also required to send a statement to the Landlord and to the Tribunal in support of his objection.
4. The Tribunal office informed the parties that the Tribunal intended to determine the rent on the basis of an inspection of the property and written representations subject to the parties requesting an oral hearing. No request was made by the parties for a hearing and an inspection was arranged.

5. Representations were received from the Tenant as referred to below. Nothing was received from the Landlord.

Inspection

6. The Tribunal inspected the property as arranged in the company of the tenant. The property is a detached bungalow with single garage attached. There is a driveway parking and small gardens front and rear with a narrow concrete pathway to one side.
7. The accommodation comprises an entrance hall, an undecorated front bedroom, a living room at the rear with landlord's gas fire, a dining room with open riser stairs leading to the attic bedroom, a bathroom with panelled bath, pedestal wash basin and heated towel rail, a separate WC and a kitchen with a door to the back garden. The kitchen units were installed by the landlord in 2016. Central heating and hot water is provided by an Alpha combi boiler. Outside is a single garage with recently replaced doors.
8. Externally the property appears to be in somewhat dilapidated condition with missing tiles to the rear elevation and a section of slipped roof tiles adjoining the garage. A section of rendering was missing adjacent to the new garage doors. There is however double glazing and reasonable paintwork. The gutters appear to leak in places and are missing from (or not provided to) the front of the porch over the entrance door. Internally there are signs of damp throughout. The front room and the wall between the rear living room and kitchen are particularly affected together with the WC cubicle where the skirting has rotted through.
9. The bedroom carpet is of some age and in need of replacement.

The parties' representations

10. The tenant sent details of four properties available to let downloaded from "onthemarket.com" which he said had all amenities provided, were in nicer condition and in better areas which were either cheaper or slightly more than he was currently paying.: -
 - (1) A one-bedroom bungalow in Bridport available on a winter let for £625 per month
 - (2) A one-bedroom bungalow in Weymouth available at £625 per month
 - (3) A two-bedroom bungalow at Lydlinch letting agreed with an asking rent of £575.
 - (4) A two-bedroom bungalow at Longburton letting agreed with an asking rent of £795 per month.
11. Mr Harrison says that repairs are needed and some Health and Safety issues need to be addressed.

The law

12. 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-*
was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
- (c) (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*
- (d) 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 Determination

13. 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.
14. Mr Harrison put forward four properties as comparables all of which were some distance from Bournemouth. As such they provided little assistance in determining a rent for the subject property. Nothing was received from the Landlord.
15. In the absence of any evidence of comparable lettings the Tribunal were obliged to use their own knowledge of general rent levels for this type of property and in doing so considered that a rent of £985 per calendar month could be achieved.
16. For the property to achieve such a rent it would need to be in good condition throughout free of damp and with a fitted kitchen with integral white goods, modern bathroom and WC. It would also be expected to have good quality floor coverings and curtains in good condition.
17. The condition of this property is described above and a prospective tenant would not expect to pay the same rent as where the property is in good condition as described in paragraph 13.
18. To reflect this lower bid that a prospective tenant would make the Tribunal makes a deduction of 25% and arrives at a rent of £740 per calendar month.

Mr D Banfield FRICS (Chairman)
Mr W Gater FRICS ACI Arb
10 December 2018

PERMISSION TO APPEAL

1. A person wishing to appeal the 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.
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.