



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

**Case Reference** : **CHI/00HN/MDR/2018/0003**

**Property** : **Flat 2, Carlton Lodge  
18 Carlton Road  
Bournemouth  
Dorset BH1 3TG**

**Type of Application** : **Determination of market rent:  
S. 22(1) Housing Act 1988 (“the Act”)**

**Date of Decision** : **21 January 2019**

**Tribunal Members** : **Mr B H R Simms FRICS (Chairman)  
Mr M Donaldson FRICS MCI Arb MAE (Valuer)**

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**REASONS FOR THE DECISION**

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1. By an application received 14 November 2018 Ms J Akinsanya, the Tenant’s agent, referred to the Tribunal the rent under an Assured Shorthold Tenancy Agreement commencing 15 July 2018 at a rent of £525.00 per calendar month (“pcm”). The Agreement is in respect of Flat 2 which is not described further but there is no mention of parking or use of a garden.
2. Directions for conduct of the case were issued dated 22 November 2018, the Tenant requested an oral hearing. In accordance with Directions both parties made written representations.

**Inspection**

3. The Tribunal members inspected the property on Monday 21 January 2019 prior to the hearing. The Landlord did not attend and was not represented.

4. The property is a ground floor studio flat comprising a Bed/Sitting Room with kitchen area having worktops and cupboards and a stainless steel sink. The Bathroom has a bath, washbasin and low-level W.C. There isn't any fixed heating and the windows are single glazed.
5. The only ventilation is by a row of louvres at the top of the central window and mechanical ventilation to the bathroom.
6. The Tribunal noted serious condensation staining to the ceiling and walls in the kitchen area. There is dampness and condensation each side of the front bay. Otherwise the flat is only in fair condition.
7. At the front of the property is an area suitable for parking two cars.

### **Hearing**

8. The hearing took place on Monday 21 January 2019 at The Tribunals Centre, Park Road, Poole commencing at 11:45. Miss Akinsanya attended but the Landlord or his agent did not.
9. The Tenant had supplied a detailed written statement and she spoke to that document and emphasised points she thought were important.
10. The Tenant explained that she expected to be able to park her car in the front if space was available. However when she tried to park, the Landlord's agent advised her by email dated 09 November 2018 that this is not allowed. No reason was given.
11. The Tenant said that the flat is icy as there is no fixed heating and the windows are single glazed. The window frames are rotten and draughty. The serious condensation dampness in the kitchen has been reported to the Landlord this month but the Tenant has been advised to wipe-off the mould and monitor any recurrence and report to the Landlord.
12. No curtains are supplied but there are blinds, however the central blind does not operate.
13. In support of her opinion that the rent of £525.00 pcm is too high the Tenant refers to details of a modern centrally heated, triple glazed, studio flat nearby in Pembroke Road offered at £495.00 pcm. This rent includes the cost of heating, hot water, and water & sewerage rates all of which are extras at Carlton Lodge. She also refers to a modern studio flat with its own entrance in Christchurch Road at £495.00 pcm.
14. Mr Scollard, for Clifftons, the Landlord's agent made representations in writing, sent by email on 24 November 2018, requesting that the Application be struck out quoting the Tenant's willingness to take the tenancy at £525.00 pcm in July 2018. He states that the rent is not excessive and if anything is undervalued. He then lists brief details of over 35 studio apartments which he believes are comparable, located within a half mile of Carlton Lodge. These, he believes show that the subject Property is good value. The list shows flats having rents between £495 and £725 pcm but Mr Scollard doesn't distinguish between them.

15. Having seen Mr Scollard's representations Miss Akinsanya points out that the rents are quoting figures and it is difficult for her to assess the condition or facilities offered for each flat. They apparently show that there are similar sized properties at lower asking rents.
16. At the conclusion of the hearing the Tribunal members retired to make their Determination.

### **The Law**

17. Section 22 (1) of the Act requires the Tribunal to determine the rent *which in [its] opinion the landlord might reasonably be expected to obtain under the assured shorthold tenancy*. The personal circumstances of the Landlord or the Tenant cannot be relevant to this issue and have not been taken into account.

18. S. 22 (3) provides that: *Unless the Tribunal considers that:*

- a) *there is a sufficient number of similar dwellings in the locality let on assured tenancies; and*
- b) *the rent payable under the tenancy in question is significantly higher than the open market rent described at paragraph 6 above;*

*it cannot make a determination.*

[See the NOTE on the application form].

### **Valuation**

19. In the first instance the Tribunal considered what rent the landlord could reasonably be expected to obtain for the subject property in the open market if it were let on the terms and in the condition that it is today. Some general information of quoting market rents was offered by both parties. Although active in the market Mr Scollard did not take the trouble to provide the Tribunal with details of any actual lettings or the terms of those lettings in support of his case. Although there are studio flats available in the locality at rents the same as the subject Property there are others at lower rents.

20. The subject flat is not modern and is poorly maintained by the Landlord. The white goods supplied are of inferior quality, there is no fixed heating and the ventilation is poor. The comparables are modern with heating.

21. Although a modern centrally heated flat with double glazing, modern white goods, carpets and curtains and in good condition might command a rent of £495 to £525.00 pcm the subject flat is not of this standard. A substantial adjustment has to be made to reflect the lower bid that a hypothetical tenant would make for this Property. Using its own knowledge and experience the Tribunal arrived at an appropriate open market rental value for the property of £475.00 per calendar month.

### **Determination**

22. The parties have shown that there is a sufficient number of similar dwellings in the locality let on assured tenancies.

23. The Tribunal Determines the rent which, in its opinion, the landlord might reasonably be expected to obtain under the assured shorthold tenancy to be **£475.00 per calendar month** to take effect from the date of this decision. S. 22 (5) shall apply in respect of any rent payable from that date.

**Brandon H R Simms (Chairman)**

**21 January 2019**

### **PERMISSION TO APPEAL**

1. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) on a point of law 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.