



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

Case reference : **BIR/44UF/MNR/2019/0001**

Property : **Flat A
8 Milverton Hill
Leamington Spa
Warwickshire
CV32 5HY**

Applicant : **Mr Paul Mariotti**

Representative : **None**

Respondent's : **Brian and Debbie Gill**

Representative : **None**

Type of application : **Application under Section 13(4) of the
Housing Act 1988 referring a notice
proposing a new rent under an Assured
Periodic Tenancy to the Tribunal**

Tribunal members : **G S Freckelton FRICS
J Arain**

**Venue and Date of
Determination** : **The matter was dealt with by a paper
determination on 26th February 2019**

**Date of Detailed
Reasons** : **12 March 2019**

DETAILED REASONS

BACKGROUND

1. On 14th January 2019, the Applicant (tenant of the above property) referred to the Tribunal, a notice of increase of rent served by the Respondents (landlords of the above property) under section 13 of the Housing Act 1988.
2. The Respondents notice, which proposed a rent of £450.00 per calendar month with effect from 29th January 2019, is dated 14th December 2018.
3. The date the tenancy commenced is stated on the Application Form as being on 29th September 2012 and is an Assured Shorthold Tenancy. The current rent is stated in the Respondent's notice as being £395.00 per calendar month being the rent paid at the commencement of the tenancy.
4. The Tribunal issued its Decision following the inspection on 26th February 2019. The Applicant subsequently requested written reasons and these detailed reasons are provided in response to that request.

INSPECTION

5. The Tribunal inspected the property on Tuesday 26th February 2019 in the presence of Mr Mariotti. The property comprises of a small converted self-contained first floor studio flat.
6. Briefly the accommodation comprises of a communal entrance hall with stairs leading up to the first floor. The flat itself comprises entrance lobby with store off, lounge/bedroom incorporating a small kitchen area and separate shower room having a tiled shower cubicle, vanity basin and low-level W.C.
7. The flat has gas fired central heating which the Tribunal understands is provided by a communal boiler and uPVC double glazing to the lounge/bedroom/kitchen area only. The window to the shower room is a timber framed single glazed fitting.
8. Externally there is a small communal forecourt area and communal garage/car port where, the Tribunal was informed, there were previously separate gas meters for the various flats.
9. The property was found to be in generally acceptable condition throughout commensurate with its age and type. However, the Tribunal noted that the appliances (provided by the Respondent landlords) were old and in poor condition. There was also evidence of water damage to the ceiling in the lounge/bedroom area and evidence of extensive old fire damage externally to the communal garage/car port area. The central heating pipes had, in places been amateurishly fitted and the condition of floor coverings was poor in places.
10. The Tribunal was informed by the Applicant that when he first moved into the flat, he had his own gas boiler and therefore his own gas invoices, whereas now the cost of the communal boiler was shared between the various occupants of the building. The Applicant felt that as a result of this his gas charges had increased.

EVIDENCE

11. The Tribunal received written representations from both parties which were copied to the other party.

12. The Applicant submitted:

- 1) That the property was in a less than adequate state of repair.
- 2) That there were exposed, badly fitted plastic central heating pipes, cracks to walls and damage to the ceiling.
- 3) That the bathroom was cold and damp and he had replaced the bed.

13. The Respondents submitted:

- 1) That the rent included communal lighting, use of the communal laundry and monthly cleaning of common parts.
- 2) That the windows were cleaned twice a year. The property was decorated externally in 2018 and the common parts internally were decorated in 2017.
- 3) That other flats in the property were let at rents between £531.00 - £595.00 per calendar month.

14. Neither party requested a hearing and the Tribunal therefore made a determination based upon its inspection and the written submissions received.

THE LAW

15. In accordance with the terms of section 14 Housing Act 1988 the Tribunal proceeded to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.

16. In so doing the Tribunal, as required by section 14(1), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.

THE TRIBUNAL'S DECISION

17. The Tribunal noted that the property was small and not in the best condition. Leamington Spa is generally considered to be a sought-after residential town.

18. In coming to its decision, the Tribunal had regard to the members' own general knowledge of market rent levels in the area of Leamington Spa.

19. The Tribunal concluded that if the property had been in good condition the market rental value would have been £525.00 per calendar month.

20. However, the property as inspected by the Tribunal was not in the condition that would be expected in the open market and the Tribunal therefore made the following deductions to reflect the condition of the property as follows.

1) Small kitchen and poor-quality appliances	15.00
2) Damaged ceiling and minor cracking	25.00
3) Lack of double glazing to shower room	10.00
4) General condition of the garage/car port	15.00
5) Replacement of bed and damaged floor coverings	5.00
6) <u>Untidy pipework</u>	<u>5.00</u>
Total	£75.00 per month

21. The Tribunal therefore concluded that an appropriate market rent for the property would be £450.00 per calendar month (£525.00 - £75.00).
22. The Tribunal therefore determined that the rent at which the property might reasonably be expected to be let on the open market would be £450.00 per calendar month and therefore confirmed the Respondent's notice.
23. This rent will take effect from 29th January 2019, being the date of the Respondent's notice.

APPEAL

24. Any appeal against this Decision can only be made **on a point of law** and must be made to the Upper Tribunal (Lands Chamber). Prior to making such an appeal the party appealing must apply, in writing, to this Tribunal for permission to appeal within 28 days of the date of issue of this Decision, (or, if applicable, within 28 days of any decision on a review or application to set aside) identifying the decision to which the appeal relates, stating the grounds on which that party intends to rely in the appeal, and stating the result sought by the party making the application.

G S Freckelton FRICS
Chairman
First-tier Tribunal Property Chamber (Residential Property)