



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

**Case Reference** : **CAM/00MD/MNR/2019/0004**

**Property** : **11 Diamond Road, Slough, Berkshire SL1 1RT**

**Applicant (Tenants)** : **Ms Cheyenne Cooper**

**Respondent (Landlord):** **Mr Mohammad Zishan Ashraf**

**Type of Application** : **Determination of a market rent under  
Section 13 of the Housing Act 1988**

**Tribunal Members** : **Judge JR Morris  
Mrs M Wilcox BSc MRICS**

**Date of Decision** : **25<sup>th</sup> March 2019**

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**DECISION**

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**DECISION**

1. The Tribunal determined a rent of £193.92 per week to take effect from 10<sup>th</sup> March 2019.

**REASONS**

**THE PROPERTY**

2. The Property is a first floor flat in a converted late Victorian early Edwardian end of terrace house of brick under a pitched tile roof.

Accommodation

There is an entrance hall from which rise stairs to the first floor. There is a sitting room, kitchen, bedroom and bathroom. There is no off-road parking.

Services

Space and water heating is by a gas fired central heating system. The Property has mains gas, electricity, water and drainage.

Furnishing

The Property is let unfurnished.

### Location

The Property is in a residential area of the town centre.

### **THE TENANCY**

3. The Tenancy commenced as a contractual Assured Shorthold Tenancy on 10<sup>th</sup> November 2015. A copy of the agreement was provided. Section 11 of the Landlord and Tenant Act 1985 applies in respect of Landlord's repairing obligations. The Tenant is responsible for internal decoration.

### **THE REFERRAL**

4. The current rent is £193.92 per week which equates to £840.32 per calendar month. The Landlord by a notice in the prescribed form dated 22<sup>nd</sup> January 2019 proposed a new rent of £213.31 which equates to £924.34 per calendar month from 10<sup>th</sup> March 2019. On 13<sup>th</sup> February 2019 the Tenant referred the notice proposing a new rent to the Tribunal. The referral was by way of written representations.

### **THE INSPECTION**

5. The Tribunal inspected the Property in the presence of the Tenant. Externally the Property is in fair condition. It has double glazed upvc windows although the seals on most if not all of the units have failed, compromising their insulation qualities. There is also no restrictor on the window to prevent falls when opened. The rainwater goods are upvc. There is a small area in the front of the building for bins. There is no off-road parking and no outside space to sit or to dry clothes.
6. Internally the Property is in fair decorative order although there are signs of significant damp and mould growth in the bathroom probably due to condensation. The lack of an extractor and the presence of a large bay window (with failed double-glazed units) in the bathroom would tend to exacerbate the formation of condensation. The attempt to obscure the bay window glass for privacy was unattractive. The bathroom and kitchenette are serviceable. However, the three electrical sockets in the kitchenette appear insufficient and the lack of any drawers in the units is inconvenient. White goods are provided by the Tenant. Floor coverings are provided. The Tenant complained in written representations that there had been problems with the boiler and the Tribunal noted that it was dated.

### **THE LAW**

7. By virtue of section 14 (1) Housing Act 1988 the Tribunal is to determine a rent at which the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured periodic tenancy-
  - (a) 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 rent) are the same as those of the subject Tenancy
8. By virtue of section 14 (2) Housing Act 1988 in making a determination the Tribunal shall disregard –
  - (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 (as defined by section 14(3) Housing Act 1988) carried out by a tenant otherwise than as an obligation; and
- (c) any reduction in the value of the dwelling-house due to the failure of the Tenant to comply with any terms of the subject Tenancy.

## **REPRESENTATIONS**

9. The Tenant provided written representations which are summarised as follows:
  - Before the Tenant moved in the bathroom had been the kitchen and the kitchen the bathroom.
  - There are only two double electrical sockets and one is used constantly for the fridge. In addition, there had been problems with the electricity when the Tenant moved in, although these are now resolved.
  - There are 9 cupboards in the kitchen but no drawers.
  - Mould has been a major problem, forming on the walls and clothes. The Tenant's daughter has asthma and the dampness aggravated the condition. Although mould is still present the situation has been improved.
  - There was an issue with a plumbing leak, although that has now been resolved.
  - The boiler operates intermittently.
  - There was a problem over the transition to Universal Credit, although that has now been resolved.
  - The Tenant added that she struggled financially and that her daughter and she had health problems.
10. The Landlord stated in written representations that the 10% increase from £840.32 to £924.34 is the first increase since the tenancy started in November 2015. He said he believed the flat to be very spacious compared with many 'new build' flats and that it was in a very convenient location. He said that the internal condition of the Property is dependent on how the Tenant chose to keep it.
11. He added that he did not agree with all that the Tenant had said but understood that many of her representations were not relevant.

## **DETERMINATION**

12. With regard to the written representations of the Tenant the Tribunal bases its assessment on the condition of the Property as it is on the day of the inspection, subject to any tenant's improvements or non-compliance. Therefore, the position of the kitchenette and bathroom prior to the commencement of the Tenancy are not relevant. Also, although it may have taken some time to resolve the issues regarding the electricity and plumbing and to mitigate the mould problems, nevertheless, the Tribunal can only consider the position as it is at the present time. In addition, the legislation makes it clear that the Tribunal cannot take into account the personal circumstances of the Tenant.
13. With regard to the written representations of the Landlord, the Tribunal bases its assessment on the level of rents for comparable properties let on similar terms in the locality as at the time of the inspection. It therefore does not relate its assessment to the current rent or percentage increases.

14. The Tribunal found the general level of rents for one-bedroom flats to be around £850.00 per calendar month which equates to about £196.00 per week and two-bedroom flats around £875.00 per calendar month which equates to about £200 per week. There are flats which command higher rentals but these, unlike the Property, are well appointed with modern facilities and have off road parking.
15. The Tribunal found that the rental value of the Property was adversely affected by problems with damp. Condensation causing mould can be due to the level of heating, lack of ventilation and lack of insulation in roofs or where walls are solid. Although condensation may be mitigated or aggravated by the actions of tenants, here, condensation may be reduced by the Landlord by installing an extractor fan in the bathroom, replacing the failed double-glazed units, making provision for the drying of clothes and ensuring that the boiler is operating efficiently.
16. The Tribunal also found that prospective tenants would find the layout of the kitchenette with its limited number of electrical sockets inconvenient and the present attempt to obscure the bathroom bay window unappealing.
17. The Tribunal determined that the rental value for the Property taking into account its present condition to be £840.00 per calendar month. It is noted that this, when expressed as a weekly amount in accordance with the Tenancy, is effectively the same as the existing rent. The Tribunal therefore determines the rent to be **£193.92 per week** to take effect from **10<sup>th</sup> March 2019**.

### **Judge JR Morris**

**Caution:** The Tribunal inspected the subject property for the purposes of reaching this decision. The inspection was not a structural survey and any comments about the condition of the property in this statement must not be relied upon as a guide to the structural or other condition of the property.

### **APPENDIX - RIGHTS OF APPEAL**

1. If a party wishes to appeal the decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional office which has been dealing with the case.
2. The application for permission to appeal must arrive at the Regional office within 28 days after the Tribunal sends written reasons for the decision to the person making the application.
3. If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
4. The application for permission to appeal must identify the decision of the Tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal, and state the result the party making the application is seeking.