



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

Case Reference : **CAM/00KC/MNR/2019/0014**

Property : **22 Katherine's Court, Ampthill,
Bedfordshire MK45 2LT**

Applicant (Tenant) : **Mr Christopher Binch & Miss Yuri Kano**

**Respondent (Landlord):
Agent** : **Mr Barry Archer
M & M Properties**

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

Tribunal Members : **Judge JR Morris
Miss M Krisko BSc (Est Man), BA, FRICS**

Date of Decision : **2nd October 2019**

DECISION

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DECISION

1. The Tribunal determined a rent of £650.00 per calendar month to take effect from 1st August 2019.

REASONS

THE PROPERTY

2. The Property is a duplex flat on the first and second floors of a three-storey block probably constructed circa 1980 of brick under a pitched tile roof.

Accommodation

The common areas of the Block comprise a hall way off which are two ground floor flats and stairs rising to the first floor landing off which are 4 duplex flats. The entrance to the Property is off the first-floor landing of the Block. The Property comprises a hallway with stairs to the upper floor, which is on the second floor of the Block, a living room and a kitchen. On the upper floor there are two bedrooms and a bathroom. There is a lawned communal garden and a car park which provides un-allocated parking for the Development. There is some storage possible in the roof void/loft.

Services

Space heating is by electric convector heaters and a storage heater. Water heating is by a tank immersion heater. The Property has mains electricity, water and drainage.

Furnishing

The Property is let unfurnished except for a wardrobe and stool.

Location

The Property is in a residential area of similar properties on the edge of Ampthill town centre.

THE TENANCY

3. The Tenancy is a contractual Assured Shorthold Tenancy which commenced on 1st September 2010. Section 11 of the Landlord and Tenant Act 1985 applies in respect of the Landlord's repairing obligations. A copy of the Tenancy Agreement was provided.

THE REFERRAL

4. The current rent is £650.00 per calendar month from 22nd December 2018. The Landlord by a notice in the prescribed form dated 24th May 2019 proposed a new rent of £675.00 per calendar month from 1st August 2019. On 23rd July 2019 the Tenant referred the notice proposing a new rent to the Tribunal. The referral was a determination after an inspection of the Property on consideration of written representations.

THE INSPECTION

5. The Tribunal inspected the Property in the presence of the Tenant.
6. Externally the Block is in fair to good condition. There are upvc fascias, soffits and rain water goods. There are upvc double glazed windows and doors. The communal grounds are in fair condition. The car parking is on a first come basis for unallocated spaces.
7. Internally there is a fitted kitchen which is dated. The plastic veneer is coming away from the drawers and floor unit cupboards. No white goods are provided except an integrated cooker and hob. The bathroom is also dated and basic with a shower controlled from the taps, as opposed to an electric shower. The electric convector heaters throughout and the living room storage heater are dated. The heater in one of the bedrooms does not work and the one in the living room appears to be in poor condition. The bathroom wall heater appears to be defective. There is water staining on the living room ceiling which appears to be as a result of a leak in the bathroom in respect of which there is some doubt as to whether it has been rectified. The floor coverings are provided by the Landlord and are in fair condition.

THE LAW

8. 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
9. 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

10. The Landlord's Agents provided written representation stating that they managed numbers 27, 30 and 34 Katherine's Court which were similar properties and for which the rental values were £750.00 per calendar month, £695.00 per calendar month and £700.00 per calendar month respectively. No property details were provided to the Tribunal.
11. The Agent submitted that the rent was still very competitive and on the low side for the area. It was also said that rents have increased because as from 1st June 2019 the letting fees could not be passed on to tenants.
12. The Tenant made written representations saying that on receiving the Notice proposing a new rent they emailed the Agent saying that there was an identical flat in the same block on the same floor that has recently been refurbished which was on the market of £650.00 per calendar month. No property details were provided to the Tribunal. They said the Agent emailed acknowledging that it had been on the market for some time at a higher price before having the price reduced. The email was not produced to the Tribunal.
13. The Tenants said they were referencing two other flats that had recently been refurbished one of which had an allocated parking space but no details were provided to the Tribunal.

DETERMINATION

14. The Tribunal determines a market rent for a property by reference to rental values generally and to the rental values for comparable properties in the locality in particular. The Tribunal does not take into account the present rent and the period of time for which that rent has been charged nor does it take into account the percentage increase which the proposed rent represents to the existing rent. In addition, the legislation makes it clear that the Tribunal cannot take into account the personal circumstances of either the Landlord or the Tenant.
15. The Tribunal assesses a rent based on the condition of the Property as at the time of the inspection. The Tribunal takes account of whether comparable properties are in a better or less good condition when assessing the rent for the Property.

16. The Tribunal considered the rental values submitted by the parties but found that neither party provided sufficient details of the properties for the information to be considered reliable evidence.
17. The Tribunal found that rents achieved for comparable two-bedroom flats were between £650.00 and £750.00 per calendar month. Those that achieved rents at the upper end were in good condition with modern kitchen and bathroom, up to date heating and with carpets, curtains and white goods and un-allocated parking spaces available.
18. The Tribunal found that the Property had a dated and basic kitchen and bathroom with no white goods provided other than an oven and hob. The heating is dated and does not operate in one bedroom. The Tribunal therefore found that the rental value of the Property is at the lower end and determined it to be £650.00 per calendar month.
19. Therefore, the Tribunal determines that the market rent for the Property in its present condition is **£650.00 per calendar month to take effect from 1st August 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.