



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

Case Reference : **CHI/24UB/MNR/2020/0001**

Property : **208 Skyline Plaza
Alencon Link
Basingstoke
Hants RG21 7AQ**

Type of Application : **Determination of market rent: Housing Act
1988**

Tribunal Member : **Mr B H R Simms FRICS (Chairman)**

Date of Decision : **13 May 2020**

REASONS FOR THE DECISION

Background

1. By an application dated 08 February 2020 Mr D King, the Tenant, referred to the Tribunal a Notice of Increase of rent served by the Landlord under section 13 of the Housing Act 1988 dated 30 January 2020 which proposed a rent of £480.00 per calendar month with effect from 01 March 2020 in place of the passing rent of £425.00 per calendar month.
2. The Tenancy is an Assured Periodic Tenancy commencing on 18 March 2011 for a term of 6 months. The Tenancy Agreement dated 17 March 2011 was produced to the Tribunal.
3. Directions for the conduct of the case were issued dated 19 March 2020. 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. On 19 March 2020 the Tribunal issued a notice in respect of the Coronavirus pandemic cancelling an inspection and requesting, in addition to the written representations, photographs from the parties if considered necessary. No objection to this procedure was received.

Inspection

4. The Tribunal did not inspect the property. The Applicant describes the property as a second floor studio flat with a separate bathroom.

Hearing

5. Neither party requested a hearing at which they could present their case. Neither Party submitted representations in accordance with Directions. Following the Coronavirus notice the Tenant made brief written representations. The Landlord made no written representations. The Tribunal proceeded to determine the matter based on the written evidence submitted.

Evidence

6. Mr King, the Tenant, explained that in his flat there was a beam that reduces the floor area when compared to other studio flats in the development. He gave no details of the other comparable flats or their rents. He explained that when he was negotiating the tenancy in 2011 the quoting rent was £390.00 but the rent for this flat was reduced to £350.00 per calendar month "*due to the space issue*".
7. Mr King also supplied some photographs which were not annotated. He states he moved out on 10 April 2020 but does not explain whether the tenancy was brought to an end.
8. The Landlord confirms that the Tenant moved out on 10 April 2020 but does not explain whether or not the tenancy was brought to an end.
9. Neither party applied to withdraw the S.13 notice or the Application.

The Law and Valuation

10. 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 Landlord or of the Tenant are not relevant to this issue.
11. Thus in the first instance the Tribunal determined what rent the landlord could reasonably be expected to obtain for the property in the open market if it were let today on the terms and in the condition that is considered usual for such an open market letting. Neither party submitted evidence of lettings in support of their respective rental positions.
12. Accordingly using its own knowledge and experience the Tribunal arrives at an appropriate open market rental value of £575.00 per calendar month. The Landlord is a Housing Association and the proposed rent of £480.00 is below our view of the market rent.

Determination

13. The Tribunal therefore determines that the rent at which the subject property might reasonably be expected to be let in the open market by a willing Landlord under the terms of this assured tenancy is £575.00 per calendar month.
14. The Tribunal then considered the question of the starting date for the new rent specified in the Landlord's Notice from the point of view of hardship to the tenant (S.14(7)). In view of the fact that the Tenant has vacated there can be no hardship. To reflect this the new rent of **£575.00** is to start on **01 March 2020** the date specified in the Landlord's S.13 notice.

Mr B H R Simms (Chairman)

13 May 2020

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.