



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

Case Reference : **CHI/00MS/MNR/2020/0004**

Property : **Flat 26 Spring Court
269A Spring Road
Sholing
Southampton SO19 2AB**

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

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

Date of Decision : **22 June 2020**

REASONS FOR THE DECISION

Background

1. By an application received on 18 February 2020 Mrs Donna Holloway, the Tenant, referred to the Tribunal a Notice of Increase of rent served on behalf of the Landlord under section 13 of the Housing Act 1988. The Notice is dated 10 February 2020 and proposed a rent of £840.00 per calendar month with effect from 01 April 2020 in place of the passing rent of £700.00 per calendar month.
2. The Tenancy is an Assured Periodic Tenancy commencing on 24 March 2016 for a term of 6 Months. The Tenancy Agreement dated 31 January 2019 is produced to the Tribunal.
3. Directions for the conduct of the case were issued dated 15 May 2020. The Tribunal intended to determine the rent based on written representations, subject to the parties requesting an oral hearing. Special arrangements are made in respect of the Coronavirus pandemic. No request was made by the parties for a hearing.

Inspection

4. As advised the Tribunal did not inspect the property but checked the area on Google maps. The Tenant describes the property as a second floor flat with accommodation comprising: Living Room, Kitchen, 2 Bedrooms, Bathroom. The Landlord states that there are communal gardens and off-street parking. From Google Street View, Spring Court appears to be a modern 3 storey block of flats with an entrance drive between numbers 267 and 269 Spring Road. As also mentioned by the Tenant the tribunal noted that the block backs onto the railway line and Sholing station. It has brick elevations under a multi-pitch tile covered roof.

Hearing

5. Neither party requested a hearing at which they could present their case. The Tenant made brief written representations with her application and responded to Directions using the tick-box form and followed-up with an email dated 18 June 2020. The Landlord made representations dated 27 May 2020 comprising a witness statement of Donna Jones, the Lead Rent and Compliance Officer for Hyde Housing, supporting documents and a list of comparable properties.
6. The Tribunal proceeded to determine the matter based on the written evidence submitted which was circulated to the parties.

Tenancy Agreement

7. The agreement is dated 31 January 2019 and is in a standard form. The Tenant is responsible for keeping the interior in as good and clean condition and repair as they were at the commencement of the tenancy. The Landlord is responsible for all other repairs and decorations.

Evidence

8. The Tribunal has carefully considered the parties representations in full but summarises here the principal points made.
9. The Tenant introduces information regarding the arrangements made when she took the tenancy describing promises made to her and she also explains her personal circumstances. She considers that a £50 increase would be acceptable. In her reply to Directions she points out that carpets and white goods are supplied by the landlord. In addition, she mentions that the balcony, patio-style door is very draughty and also she suffers disturbance and noise from the railway and station loudspeaker.
10. The flat is on the top floor of the building and there is no lift. In her follow-up email Mrs Holloway confirms that she was told that there would not be a big rent rise. She says that there are properties like hers for £840 and plenty at £700.
11. The Landlord's representations provide two properties as rental comparators: (1) A 2- bedroom ground floor flat in Rosoman Road, of a similar age within 0.4 mile of Spring Court. The flat is in average condition and of good specification and was offered on RightMove from May at £875.00 with a let agreed; (2) a modernised 2- bedroom first floor flat in Portsmouth Road within 0.25 miles of Spring Court of good specification offered on RightMove from May 2020 at £875. It is Ms Jones' view that these comparables justify her figure of £840.00 per month.

The Law and Valuation

12. 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 the rental value and have not been taken into account by the Tribunal. Although the Housing Association may choose to charge a different rent the Tribunal can only fix a market rent in accordance with statute which is the maximum figure chargeable.
13. 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. The Tenant made general remarks about properties like hers being let at £840 but offered no evidence. The Landlord provided details of rentals for other properties which they considered comparable to the subject premises.
14. Accordingly having regard to the evidence supplied, the various comments made and using its own knowledge and experience the Tribunal arrives at an appropriate open market rental value of £860.00 per calendar month for a property similar to the subject premises but in good modernised condition with carpets and white goods. The subject property is less attractive than the comparables offered by the Landlord on the market at £875.00 in that it has no private space and only has communal gardens. The Tribunal had particular regard to the effect on rental value

of the disturbance at the subject property from the railway and station announcements and made a £20.00 allowance for this.

Determination

15. 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 £840.00 per calendar month.
16. The new rent of **£840.00 per calendar month** is to take effect on **01 April 2020** the date specified in the Landlord's S.13 notice.

Mr B H R Simms (Chairman)

22 June 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.