



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

**Case Reference** : **CHI/45UG/MNR/2020/0020**

**Property** : **29 Old Farm Close  
Haywards Heath  
West Sussex  
RH17 7GA**

**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**

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**REASONS FOR THE DECISION**

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## **Background**

1. By an application received on 09 March 2020 Miss Linsey Sim, 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 dated 10 February 2020 which proposed a rent of £1,092.00 per calendar month with effect from 01 April 2020 in place of the passing rent of £950.00 per calendar month.
2. The Tenancy is an Assured Periodic Tenancy commencing on 05 April 2018 for a term of 6 months. The Tenancy Agreement dated 05 April 2018 is produced to the Tribunal.
3. Directions for the conduct of the case were issued dated 11 March 2020. The Tribunal intended to determine the rent based on an inspection of the property with written representations, subject to the parties requesting an oral hearing. No request was made by the parties for a hearing. On 20 March 2020 the Tribunal issued a notice in respect of the Coronavirus pandemic cancelling an inspection and requesting photographs from the parties if required. No objection to this procedure was received.

## **Inspection**

4. The Tribunal did not inspect the property but checked the area on Google maps. The Tenant describes the property as a terrace house with accommodation comprising: Living Room, Kitchen, 3 Bedrooms, Bathroom, Shower Room and W.C. From Google Street View it appears to be built of brick and tile in a close of similar properties near to the Princess Royal Hospital.

## **Hearing**

5. Eventually neither party requested a hearing at which they could present their case. The Tenant made written representations dated 16 March 2020 and supplemented these with further representations by email dated 24 March with the addition of photographs. The Landlord made representations dated 07 April 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 05 April 2018 and is in a standard form. The Tenant is responsible for keeping the interior in as good and clean condition and repair as at the commencement of the term. 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 describes Old Farm Close as an estate of former council properties and nurse's accommodation, all in need of modernisation. There are communal parking areas and communal bins with no gardens or garages. The kitchen and bathroom are out of date and the windows and doors are wooden and draughty. The house is in a poor state of repair with the Landlord taking a long time to repair reported defects. The wet room floor is not fit for purpose. Miss Sim provides photographs showing the state of disrepair to the internal fittings and carpet. Her tenancy does not include any furniture or white goods. The neighbourhood is not desirable and several properties are vacant.
10. The Landlord's representations provide three properties as rental comparables: (1) A 3 bedroom end terrace refurbished house in George Avenue in excellent condition and good specification let in July 2019 at £1,400 per calendar month; (2) a 3 bedroom terrace refurbished house in Colwell Gardens in excellent condition and good specification let in May 2019 at £1,300 per calendar month; and (3) a 3 bedroom detached refurbished house in Gwynne Way in excellent condition with a garden and good specification let at £1,295 per calendar month.
11. The Tenant considers that the properties produced by Hyde in support of its rental opinion are not comparable to those properties in Old Farm Close. They are on estates with much better amenities and the properties themselves have better accommodation. Properties 1 and 3 have private gardens, integral garages and excellent standards of repair. Colwell Gardens is a quiet estate and is in good repair with a private drive and garden. Supporting photographs are provided.
12. The Tenant also offered some properties obtained from the RightMove website backed up by contact with the letting agents: Rycroft a 3 bedroom end of terrace house smaller than the subject but with a garden and with white goods let in March 2020 at £995; Holly Road a similar semi-detached house refurbished in good repair let in January 2020 at £1,050; Manston Close again semi-detached but with a garden, garage and white goods let at £1,120 in February 2020 ; and a property on Old Farm Close not yet let at a quoting rent of £1,092. She says that there are numerous other properties on the estate not let at £950.
13. In conclusion Miss Sim suggests that the full market rental value of her home at £1,050.00 and as such her tenancy should be at an 80% intermediate rent of £840.00 per calendar month.

## **The Law and Valuation**

14. 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. 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.
15. 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 fully described the property & its location and the Landlord made

some helpful general comments. Both parties offered details of rentals for other properties which they considered comparable to the subject premises.

16. 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 £1,050.00 per calendar month for a property similar to the subject premises but in good modernised condition with white goods. The Old Farm Close estate is less attractive than the comparables offered by the Landlord in that it has no private space and only has communal gardens and parking. The Tribunal had particular regard to the comparable produced of a refurbished property located on Old Farm Close estate which remained unlet at £1,092 per month. The subject property is, however, not in such a modernised condition so we also have to make adjustments for minor disrepair and lack of white goods. In our view this would reduce the bid that would be made by a hypothetical tenant by £50.00 per month.

### **Determination**

17. 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 £1,000.00 per calendar month.
18. The new rent of **£1,000.00 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.