



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

Case Reference : **CHI/00MR/MNR/2020/0027**

Property : **66 Chandos Rise
Buckingham Street
Portsmouth
PO1 1EZ**

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

Landlord : **Places For People Homes**

Tenant : **Miss Diane King**

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

Date of Decision : **15 July 2020**

REASONS FOR THE DECISION

Background

1. By an application received on 16 March 2020 Miss Diane King, 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 21 February 2020 which proposed a rent of £918.27 per calendar month (Including £27.66 water charges and £130.72 fixed service charges) with effect from 01 April 2020 in place of the passing rent of £861.64 per calendar month.
2. The Tenancy is an Assured Periodic Tenancy commencing on 26 April 2004 for a term of 6 months at a rent of £476.71 including services at £48.69. The Tenancy Agreement dated 26 April 2004 is produced to the Tribunal.
3. Directions for the conduct of the case were issued dated 10 June 2020 under regulations applicable in respect of the Covid 19 pandemic. The Tribunal intended to determine the application on the papers without a hearing or an inspection in accordance with rule 31 of the Tribunal Procedure rules 2013. This procedure is subject to the parties requesting an oral hearing. No request was made by the parties for a hearing. The tribunal proceeded to determine the case based upon the written representations received which were circulated to the parties.

Inspection

4. The Tribunal did not inspect the property but checked the area on Google maps. The Tenant describes the property as a flat (floor not stated) with accommodation comprising: Living Room, open plan with Kitchen, 2 Bedrooms and Bathroom. Outside garden area. From Google Street View Chandos Rise appears to be a substantial block with commercial/retail on the ground floor and at least 8 floors of flats above. It is located in Portsmouth city centre amongst retail units and their service areas, and multi-storey car parks.

Hearing & Documents

5. Neither party requested a hearing at which they could present their case. The Tenant made written representations accompanying the application and further representations in response to Directions. The Landlord completed the standard reply form and provided a copy of the Tenancy Agreement and a breakdown of the service charges. Although prompted by Directions neither party chose to provide photographs or any information regarding rents of comparable properties.
6. The Tribunal proceeded to determine the matter based on the written evidence submitted which had been circulated to the parties.

Tenancy Agreement

7. The agreement is dated 26 April 2004 and is in a standard form. The Tenant is responsible for keeping the interior in the same state of repair, order, preservation, condition and cleanliness 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.
9. The Tenant describes the property as being in the city centre close to transport links but she does not describe the flat in detail other than to say that the carpets are old and worn and have not been replaced since 2004 when she moved in. The flat has central heating, double glazing, floor coverings & curtains and white goods. There are communal gardens but no other amenities such as a garage or parking.
10. Miss King is concerned that she had to press for a full breakdown of the services whereas in previous years this has accompanied the rent demand. Much of her objection to the new rent relates to the cost of services. She identifies an item for repairs to furniture and equipment but points out that her carpets have not been repaired, The schedule also has an item for treating a pest infection but she has no details.
11. Turning now to the level of rent Miss King refers to details of matters from 2013 and a complaint she raised with the Landlord, she does not explain how these details have a bearing on the current rent proposal. In 2017/2018 she saw an advert in the foyer was placed for 2-bedroom flats at £585.00 with no white goods or carpets and no deposit. She does not explain how this relates to the 2020 rent proposal. In her later letter she identifies cheaper lettings of 2-bedroom flats in the block. Two on the eighth floor at £650 and £700 and one on the 7th floor at £700 all without white goods. She states that these are in various years 2013, 2018, 2019 and 2020 but fails to identify which year for each. She does not state on which floor her flat is situated.
12. The Tenant did not indicate a level of rent she would accept.
13. The Landlord completed and returned the form attached to the Directions confirming the basic facilities provided. They also identified various maintenance items carried out in the block and safety improvements installed including sprinklers, alarms and emergency lighting. The Landlord made no other representations and did not submit evidence in support of its rental figure or the cost of services.

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. In this case the rent includes an amount identified for service charges and water charges. Although the rent payable is identified in these parts the Tribunal fixes a market rent for a property where the services and charges listed are included in the rent rather than by fixing a net rent and adding the charges to it. Because of this the rent fixed by the Tribunal is not modified by the actual amount of charges stated. Although not expressly stated it would appear that the services include the cost of

heating, probably hot water and water charges which in themselves would produce a higher rent than for other lettings where these outgoings are paid in addition to the rent.

16. 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 including the services provided by the Landlord. Although the Tenant gave her opinion of rentals at other dates neither party justified their respective opinions with evidence of recent market lettings or the cost of services.
17. Accordingly having regard to the evidence and information supplied, the various comments made and by using its own knowledge and experience the Tribunal arrives at an appropriate open market rental value of £875.00 per calendar month for a property similar to the subject premises in this location but in good modernised condition with white goods and carpets. The subject property is, however, not in such a modernised condition so we have made adjustments for this and the older floor coverings. In our view this would reduce the bid that would be made by a hypothetical tenant by £25.00 per month.

Determination

18. 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 **£850.00 (£875 less £25) per calendar month including £27.66 water charges and £130.72 fixed service charges.**
19. The new rent of **£850.00 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)

15 July 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.