



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

Case Reference : **CAM/OOKF/MNR/2020/0001**

Property : **61A Victoria Road Southend on Sea
Essex SS1 2TF**

Applicant : **Miss Catherine Millington**

Respondent : **Archer Property Investments
Limited**

Date of Application : **7 January 2020**

Type of Application : **Determination of the market rent
under Section 14 Housing Act 1988**

Tribunal : **Mrs E Flint DMS FRICS
Mr J E Francis**

Date and venue of : **16 March 2020
197 East Road Cambridge CB1 1BA.**

DECISION

The market rent as at 15 January 2020 is £675 per month.

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Background

1. On 7 January 2020 the tenant of the above flat referred to the Tribunal a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988.
2. The landlord's notice, which proposed a rent of £775 per month with effect from 15 January 2020, is dated 29 November 2019.
3. The tenancy is a periodic tenancy which commenced on 15 June 2016.
4. Prior to the hearing the Tribunal received written representations from both the landlord and the tenant.

The Evidence

5. Miss Millington stated that there was a hole in the bathroom ceiling due to an ongoing leak from the roof. The bathroom tap had deteriorated and the shower was no longer working.
6. Miss Millington provided letting details of eight flats within one mile of the subject property. The rents ranged from £650 per month to £725 per month. One of the comparables was situated within Victoria Road: it was a ground floor flat in a similar style converted house, comprising three rooms, kitchen and bathroom/wc with central heating. The flat also had the benefit of a rear garden and a parking space. The asking rent was £725 per month.
7. Two of the comparables in Southchurch Road were over commercial premises, the asking rents were £700 per month, one of the flats had an additional room; of the remaining comparables three had either gardens or a balcony, with asking rents of £700 or £725 per month.
8. Ms Sarah Holdsworth of Prime Property Management (Essex) Ltd sent representations on behalf of the landlord. She stated that there had been no rent increase since Miss Millington had moved into the flat. The increase represented an annual increase of 1.97% pa.
9. Ms Holdsworth provided a copy of the tenancy agreement, inventory, photographs and details of six two bedroom flats available to rent on the open market within a short distance of the subject premises. The asking rents ranged from £775 to £900 per month.
10. The flats in Audley Court (£900 per month) and Marks Court (£875 per month) were in modern purpose built blocks. Two of the remaining four comparables had gardens and a third had a balcony. The Victoria Road comparable was on the ground floor of a larger style house and comprised four rooms, kitchen, bathroom/wc with own rear garden at an asking rent of £800 per month.

Inspection

11. Victoria Road is a heavily parked tree lined road of mainly late nineteenth century two storey terraced houses of various styles. It is within walking distance of all local amenities and the town centre.
12. The subject property is an inner terrace house with rendered walls and square bay windows to the front elevation on both floors. The roof is concrete tile and the windows upvc double glazed units. The gutters are overgrown, the external decorations are poor.
13. The flat is accessed from a small basic lobby shared with the ground floor and comprises a living room, galley style kitchen fitted with a range of basic units, including oven with hob, two bedrooms, the bathroom/wc has a shower over the bath via mixer taps and full gas fired central heating. There is a hole in the bathroom ceiling and evidence of damp on the ceiling.
14. The white goods and curtains have been provided by the tenant.

The law

15. In accordance with the terms of section 14 Housing Act 1988 the Tribunal proceeded to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
16. In so doing the Tribunal, as required by section 14(1), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.

Valuation

17. In coming to its decision, the Tribunal had regard to the evidence supplied by the parties.
18. The Tribunal finds that the landlord's comparables are of a higher standard and in larger houses than the subject property. The flats in modern purpose built blocks are not comparable.
19. The best comparable is the three roomed ground floor flat in Victoria Road at a rent of £725 per month. It is in a similar sized and style property to the subject flat however it has the benefit of a rear garden and a parking space.
20. In determining the rental value of the subject flat the Tribunal has taken into account all the factors in respect of the standard and condition of the common parts and the flat, the quality of fittings and flooring, the lack of curtains or blinds and white goods and the terms of the tenancy.

The decision

21. The Tribunal concluded that the rent at which the property might reasonably be expected to be let on the open market is £675 per month.

22. The rent has been assessed as at 15 January 2020 in accordance with the landlord's notice.

Chairman: Evelyn Flint

Dated: 16 March 2020

ANNEX - RIGHTS OF APPEAL

- i. If a party wishes to appeal this 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.
- ii. 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.
- iii. 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.
- iv. 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.

**Appendix
Housing Act 1988**

14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee consider that the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured tenancy—

(a) which is a periodic tenancy 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 the rent) are the same as those of the tenancy to which the notice relates; and
- (d) in respect of which the same notices, if any, have been given under any of Grounds 1 to 5 of Schedule 2 to this Act, as have been given (or have effect as if given) in relation to the tenancy to which the notice relates.
- (2) In making a determination under this section, there shall be disregarded—
- (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 carried out by a person who at the time it was carried out was the tenant, if the improvement—
- (i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or
- (ii) was carried out pursuant to an obligation to his immediate landlord being an obligation which did not relate to the specific improvement concerned but arose by reference to consent given to the carrying out of that improvement; and
- (c) any reduction in the value of the dwelling-house attributable to a failure by the tenant to comply with any terms of the tenancy.
- (3) For the purposes of subsection (2)(b) above, in relation to a notice which is referred to by a tenant as mentioned in subsection (1) above, an improvement is a relevant improvement if either it was carried out during the tenancy to which the notice relates or the following conditions are satisfied, namely—
- (a) that it was carried out not more than twenty-one years before the date of service of the notice; and
- (b) that, at all times during the period beginning when the improvement was carried out and ending on the date of service of the notice, the dwelling-house has been let under an assured tenancy; and
- (c) that, on the coming to an end of an assured tenancy at any time during that period, the tenant (or, in the case of joint tenants, at least one of them) did not quit.
- (4) In this section “rent” does not include any service charge, within the meaning of section 18 of the Landlord and Tenant Act 1985, but, subject to that, includes any sums payable by the tenant to the landlord on account of the use of furniture or for any of the matters referred to in subsection (1) (a) of that section, whether or not those sums are separate from the sums payable for the occupation of the dwelling-house concerned or are payable under separate agreements....

