



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

Case reference : **CAM/00ME/MNR/2020/0006**

HMCTS code : **P:PAPERREMOTE**

Property : **138 Blackamoor Lane Maidenhead
SL6 8RL**

Applicant : **Graham Headington**

Respondent : **John Davis**

Type of application : **Section 14 of the Housing Act 1988
Determination of market rent
payable.**

Tribunal member(s) : **Mary Hardman FRICS IRRV(Hons)**

Date of decision : **10 September 2020**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote determination on the papers which the parties are taken to have consented to. The form of determination was P:PAPERREMOTE. A hearing was not held because it was not necessary and all issues could be determined on paper. The documents that I was referred to are in individual bundles produced by the Applicant and the Respondent. I have noted the contents and my decision is below.

Decision:

1. The Tribunal determined a rent of **£1100** per calendar month to take effect from **10 September 2020**.

Reasons

Background

2. The Landlord by a notice in the prescribed form dated 20 January 2020 proposed a new 'rent' of £1200 per calendar month to be effective from 27 February 2020. On 6 February 2020 the tenant referred the Notice to the Tribunal. This was in lieu of the £975 per month which was the decision of the tribunal as of 16 January 2018.
3. The tribunal originally proposed to inspect this property internally and the landlord and tenant were informed accordingly.
4. Following the issue of government guidelines in respect of visiting property in the light of the Covid 19 pandemic the tribunal issued a decision on 2 April 2020 to postpone the inspection and determination on the basis that the case could not be determined on consideration of the documents alone. The applicant had made representations that he was unable to exchange documents by post and/or by e mail on account of being required to self-isolate for health reasons.
5. The tenant wrote to the tribunal confirming that he believed that the matter should not proceed without an inspection.
6. On 6 July 2020 a Procedural Chair reviewed the case. She considered that it would not be appropriate nor proportionate to delay the consideration of the matter any further. She also noted that an inspection of the property by the tribunal had taken place some two years previously on an earlier appeal.
7. The Chair issued additional directions requesting that parties submit any additional photographic evidence, details of the condition of the property, any improvements or alterations made and details of other properties should parties wish to rely on rental comparables.
8. A property details form was also sent to both parties to provide details of the accommodation on a room by room basis, the features of the property (central heating, white goods, double glazing, carpets and curtains) and other property attributes.
9. It also stated that the tribunal may conduct an external inspection of the Property without requiring access to the property.
10. The determination would take place based on the submissions from both parties unless either party requests a hearing. Both parties

submitted further evidence although the applicant was unable to submit photographs. Neither party requested a hearing

11. The tenant also wrote to the tribunal on 16 July acknowledging the possibility of an unaccompanied external inspection and said that he would leave the rear coal cellar door unlocked so that this could be viewed.
12. On 14th August 2020 the respondent wrote to the tribunal stating that they had not received copies of any correspondence from the tenant since 23 March 2020 but had provided him with copies of their submissions.
13. Both parties were informed in the amended directions that they must copy anything supplied to the tribunal to the other party. However, the tribunal also accepted that current circumstances in respect of COVID 19 and the tenant's situation meant that this was problematic for him. Copies were provided by the tribunal to both parties.
14. The respondent was then allowed a further two weeks to provide any comments in accordance with the directions issued on 6th July 2020.
15. The Respondent provided comments on 24 August 2020.

The Property

16. The tribunal member inspected the property externally on Monday 24th August 2020.
17. The property is traditionally built detached house rendered in pebbledash with a pitched, tiled roof. Double glazed windows and doors were installed throughout by the landlord in September 2019.
18. The accommodation comprises two reception rooms and a kitchen to the ground floor and three bedrooms (two double and one single to the first floor) with a bathroom/wc. The previous inspection by the tribunal in January 2018 notes that the kitchen is very small and basic with a stainless-steel sink unit and very basic cupboards. Some of these were installed by the tenant. The bathroom is also recorded as basic but in good condition.
19. There is central heating which was installed by the landlord.
20. There are no carpets, curtains or white goods provided by the landlord.
21. The internal décor is agreed by both parties as in need of updating and is the tenant's responsibility.
22. There is a garden to the front and a large garden to the rear with open aspect. There is parking for 2 cars. The garage and garden shed were provided by the tenant.

23. The weather was fine on the day of the tribunal inspection so it was not possible to observe any issues with the guttering/downpipe to the front ,as submitted by the tenant.
24. There does appear to have been some movement of the single storey rear coalhouse/larder lean-to away from the main building and the gap has been filled.
25. The tenant reports having made a number of minor improvements to include some cupboards in the kitchen and infilling of render above the windows, but otherwise nothing that would have had any material effect on value.

The Tenancy

26. The tenancy is a statutory periodic tenancy by succession which came about on the death of the current tenant's mother on 25 September 1998.

The Law

27. By virtue of section 14 (1) Housing Act 1988 the Tribunal is to determine a rent at which the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured periodic tenancy-
 - (a) 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 rent) are the same as those of the subject tenancy
28. By virtue of section 14 (2) Housing Act 1988 in making a determination the Tribunal shall disregard –
 - (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 (as defined by section 14(3) Housing Act 1988) carried out by a tenant otherwise than as an obligation; and
 - (c) any reduction in the value of the dwelling-house due to the failure of the tenant to comply with any terms of the subject tenancy.

Representations – Tenant

29. The tenant states in his submission that the kitchen is old and that he had installed some cupboards and a sink unit There is movement in

the single storey coalhouse/larder unit to the rear of the kitchen which has been patched. The rear wall to the larder area is reported as 'decaying'.

30. The bathroom is also dated and the water from the hot taps runs brown. The shower unit does not function.
31. The front reception has ceiling cracks and some historic damp staining and the rear reception room has plaster coming away beneath the wallpaper. The downpipe to the front discharged onto the front garden causing standing water.
32. The tenant states that all bedrooms have cracking to ceiling and also areas of damp staining, some of which are historic.
33. The curtain rails to the front ground and first floor windows were removed to install the double glazing and are still absent.
34. In terms of comparables rents the tenant cited 4 properties, although does not provide any address details. These were on the market with letting agents, all of which were three bedroomed and had fitted kitchens. Three are stated as having appliances and one has a conservatory. The asking rents range from £1400pcm to £1495 per calendar month (pcm).
35. He had then taken the average of these at £1436 and applied an allowance of 30% to reflect no carpets or curtains, aged kitchen and bathroom, no white good and what he describes as "general disrepair externally of house (inside and out)". This gave an equivalent rental of £1000/month. Taking the two properties which he felt were the most comparable, which had asking rents of £1400 pcm, and adjusting by 30% produced the equivalent of his current rent of £975 pcm.
36. He felt that no reputable agent would give a rent of £1200pcm for the property.

Representation – Landlord

37. The landlord states that new double-glazed windows and doors were installed in September 2019. The roof of the property was regularly inspected and has no apparent defects.
38. He had received no reports of unusual movement of the property from his property maintenance tradesman
39. He had been unable to check on completion of works due to the COVID19 situation but believed that the cracks in the coal cellar/larder should have been infilled and strengthened from both sides.

40. He believed that the brown water from the hot taps would be solved if run more regularly. The cracking in the ceilings was hairline, had been there for some time with no obvious deterioration and were apparent due to lack of decoration.
41. He did not accept that there was a significant problem with the downpipe to the front of the property.
42. He accepted that the curtain rails needing fitting and the shower needed replacing and this would be done once he could get access to the property.
43. He had requested a valuation from two local estate agents, Roger Platt and Romans who both visited the property in January of this year. They advised that a 'current marketable rent' for this property in its current condition and on similar tenancy terms would be £1250 - £1350 per calendar month. With the benefit of refurbishment, white goods etc. the suggestion was to market at £1600-£1650 pcm. He attached a number of agents letting details. Two of the properties were on Blackamoor Lane – a two-bedroom terrace with an asking rent of £1300 pcm and a three-bedroom semi with garage with an asking rent of £1400 pcm. There were further comparables at asking rents of £1500 to £1700 pcm
44. He had looked at the comparables put forward by Mr Headington and was unable to identify one of them. The others he felt were not comparable, not being local to the property.

Determination

45. The Tribunal determines a market rent for a property by reference to rental values generally and to the rental values for comparable properties in the locality in particular. It does not take into account the present rent and the period of time which that rent has been charged nor does it take into account the percentage increase which the proposed rent represents to the existing rent. In addition, the legislation makes it clear that the Tribunal cannot take into account the personal circumstances of either the landlord or the tenant.
46. The Tribunal assesses a rent for the Property as it is on the day of the hearing disregarding any improvements made by the tenant.
47. The tribunal has had regard to the comparables put forward. It accepts that those put forward by the tenant appear to be somewhat further from the town centre than the subject property
48. It is also the case that a number of the comparables put forward to support the agents' reports for the landlord are also not in the immediate locality of the subject property and some are of a significantly different character. The tribunal considers the best comparables to be the 3-bed semi on Blackamoor Lane and a three-bedroomed detached on Florence Avenue (asking rent £1550 pcm).

49. However, what the tribunal has been provided with by the landlord are asking rents and agents' opinion of the 'asking price' for the subject property as opposed to a rental value or a rent actually achieved for properties which have been let. Taking this into account the tribunal believes that the rental value for the property in good condition would be in the region of £1475 per month.
50. This then needs adjusting to reflect the difference between the current condition of the property, disregarding the effect of any disrepair or any other defects which were the responsibility of the tenant or his predecessor in title to remedy and also any improvements which the tenant has carried out.
51. The property has newly installed double-glazed windows and doors. It has central heating. It is otherwise in an unmodernised and basic condition. The kitchen is small and unfitted and the bathroom is dated and does not have working shower. The tribunal has noted the concerns of the tenant around movement of the single storey lean to but is not persuaded that this would have a significant impact on rental value. It has also disregarded the presence of the garage and shed.
52. On this basis it has made a 25% adjustment to the rental value to arrive at the market rent of the subject property of £1,100 per month
53. It should be noted that this figure cannot be a simple arithmetical calculation and is not based specifically upon capital cost but is the Tribunal's estimate of the amount by which the rent would have to be reduced to attract a tenant.
54. Section 14(7) of the Housing Act 1988 gives the tribunal discretion to determine the date of the rent where backdating the rent to the beginning of the new period specified in the notice would cause undue hardship to the tenant. The tribunal, having reviewed the submission of the tenant is satisfied that this would be the case and the rent takes effect from 10 September 2020, the date of this decision.

Mary Hardman FRICS IRRV(Hons)
Regional Surveyor

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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.

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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).