



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

Case Reference : **CHI/45UD/MNR/2020/0051**

Property : **Marazion, Rickmans Lane, Plaistow, West
Sussex RH14 0NT**

Tenant : **Paul Stephen Wooldridge**

Landlord : **Northumberland & Durham Property Trust
Ltd.**

Type of Application : **Rent determination in accordance with
Section 14 Housing Act 1988 (as amended)**

Tribunal Member : **Mr. R. A. Wilkey FRICS**

Date of Decision : **Friday 21st August 2020
Paper determination**

DECISION AND REASONS

Background

1. On 28th May 2020 the Landlord served a notice under Section 13(2) of the Housing Act 1988 (as amended) which proposed a new rent of £895 per month in place of the existing rent of £640 per month to take effect from 1st April 2019.
2. The Tribunal received an application dated 1st June 2020 from the Tenant under Section 13(4) (a) of the Housing Act 1988. The Application states that no services are provided by the landlord.
3. Directions for the conduct of the matter were issued by the Tribunal Office on 14th July 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 unless a request for an oral hearing is made within fourteen days
4. Neither party made a request for an oral hearing and the matter was determined on the basis of a paper determination.
5. The Tribunal notes the following from the supplied papers:
 - (a) An application for registration of a fair rent was made on 1st August 2017
 - (b) Solicitors for the tenant stated in a letter to the landlord's agent dated 31st July 2020:

“...we should put you on notice that we are also looking into the question of succession as we believe that this was the first succession from a Regulated Tenancy. We take it is accepted that our client's mother...was the original Tenant dating back to 1952”
6. Although the basis of the tenancy is unresolved, the Tribunal will proceed in accordance with the papers supplied and on the basis of the Application.

The property

7. The Tribunal has not inspected the property but checked the area using Google Maps and Street View (it was not possible to identify the individual

property) It is described as a terraced house built over 100 years ago and with three bedrooms, two living rooms, kitchen and bathroom. There is a garage with a shared drive.

8. It appears from the supplied photographs that the house is of brick construction and the main roof is pitched and covered with tiles. Windows appear to be single glazed, timber double hung sash and casement type and some are probably original.
9. The application by the tenant states that there is no tenancy agreement. He also states that the landlord is responsible for all outside repairs to the building and that he is responsible for inside decorating. Based on the available information, the Tribunal assumes that the tenancy is subject to Section 11 Landlord and Tenant Act 1985

Evidence and representations

10. Unfortunately, the parties have not complied with the Tribunal's directions and the available information is very limited.
11. The tenant wrote a letter dated 29 June 2020 which stated:

“The existing rent is regulated tenancy which was my mother’s rent, she passed away in February

The landlord has offered me an Assured Periodic tenancy which starts 1/7/2020.

My rent will be an extra £295 per month in total £895 per month. I was paying £640. per month under regulated tenancy”
12. In addition, the tenant has provided copies of photographs of the inside and outside of the house.
13. The information on the Reply Form signed by the tenant contains pertinent information and the following is extracted:

Oil central heating was installed in 2006 by the previous Landlord although the central heating system has not been serviced by the current Landlords for 2 years

In 2014 a kitchen was installed and the property was rewired. A washroom was also put in for the tenant's late mother due to her frailty with the assistance of Age Concern. The bathroom has a WC basin and shower. The kitchen and bathroom are a flat roof extension which was put on the property in the early 1970's. ...The property is in disrepair and in need of significant renovation.

The property is in poor decorative order. The exterior of the property shows significant disrepair. The property has not been painted for over 20 years. All downstairs windows including the sash windows are rotten and so bad that the tenant is afraid to open them.

The exterior of the property shows significant disrepair...many of the window frames on the exterior of the property are rotten. A number of these cannot be opened as the frames are so fragile. There is significant damp on the living room wall. The damp in the living room is believed to relate to a problem with the guttering of the property. Although there is a garage this leaks.

The property was let on a Regulated tenancy from 1st October 1952 and this is the first succession. A fair rent was determined as recently as June last year. On the basis there is a succession to an Assured Tenancy having regard to the market rents; it is notable that on the fair rent registration in 2019 the suggested open market rent was put at £750 per month however the property in the period subsequent thereto has deteriorated still further. The landlord is responsible for the exterior repair. The tenant respectfully submits that the current rental registration at £640 per month is a fair reflection of the open market having regard to all of the above factors and does not warrant an increase to the amount stated by the landlord of £895 per month.

The tenant cannot comment on the comparables put forward by the landlord as the landlord has not served any evidence in compliance with the Tribunal's earlier Directions which were to be complied with by 28th July 2020.

14. The landlord has provided a copy of the Notice proposing a new tenancy but has otherwise made no representations.

The law

S14 Determination of Rent by First-tier Tribunal

- (1) Where, under subsection (4) (a) of section 13 above, a tenant refers to a First-tier Tribunal a notice under subsection (2) of that section, the Tribunal shall determine the rent at which, subject to subsections (2) and (4) below, the Tribunal 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 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, in respect of council tax 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.

Consideration and Valuation

15. 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 Tenant are not relevant to this issue.

16. 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. In the absence of comparable evidence from the parties, the tribunal relied on its own knowledge and experience of lettings of similar properties and determined that the starting point should be £925 per month.

17. However, this rent is on the basis of a letting in good, modernised condition and deductions must be made to reflect the fact that the rental bid in present condition would differ from the rent if the house were in good, modernised condition.
18. The Tribunal has referred to the supplied documents and photographs, and has proceeded on the following assumptions:
 - (a) There is no record of any improvements carried out by the tenant and thus no allowance is made.
 - (b) With regard to the apportionment of responsibility for repairs and decorations the Tribunal refers to item 11 above. The Rent Register shows that a rent of £640 per month was registered on 16th July 2019. It states that the landlord is responsible for repairs and external decorations and the tenant is responsible for internal decorations. It is likely that the Rent Officer would have had access to more information and the tribunal adopts this as the basis of apportionment
 - (c) The tenant's application states that this is an unfurnished tenancy and we have assumed that floor coverings, curtains and white goods were provided by the tenant.
19. In order to reflect the above considerations, the Tribunal has made a deduction of £250 from the starting point of £925 per month to produce an initial adjusted rent of £675 per month

20. The initial calculation of the market rent is as follows:

Open market rent		£925
Less allowance for:		
Floor coverings provided by tenant	£50.00	
Major overhaul or renewal of roof covering	£60.00	
General repairs and maintenance	£40.00	
White goods provided by tenant	£15.00	
External paintwork in need of renewal	£50.00	
Internal decorating liability	£35.00	
Total deductions		<u>£250</u>
Initial net market rent		<u>£675</u>

Determination

21. The Tribunal therefore decided 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 £675 per month.
22. Section 14(7) of the Act provides that the starting date for any rent determined by the tribunal is either the date agreed by the parties, the date specified in the notice or, if it appears to the tribunal that there would be undue hardship, any date directed by the tribunal, but no later than the date that the rent is determined. The tenant made no representations in respect of hardship. Accordingly, the tribunal directs that the new rent of £675 per month will take effect on 1st July 2020 being the date specified in the Landlord's notice.

Appeals

23. A person wishing to appeal this decision to the Upper Tribunal (Lands Chamber) 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.
24. 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.
25. 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 the time limit, or not to allow the application for permission to appeal to proceed.
26. 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. Any appeal in respect of the Housing Act 1988 should be on a point of law.