



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

**Case Reference** : **CHI/00HB/MNR/2020/0069**

**Property** : **Flat 3  
70 High Street  
Shirehampton  
Bristol  
BS11 0DG**

**Applicant** : **Mr Robert Bonney**

**Representative** : **None**

**Respondent** : **Mr Simon Bush**

**Representative** : **None**

**Type of Application** : **Determination of a Market Rent  
sections 13 & 14 of the Housing Act  
1988**

**Tribunal Members** : **Mr I R Perry BSc FRICS**

**Date of Inspection** : **None. Determined on the papers**

**Date of Decision** : **20<sup>th</sup> November 2020**

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**DECISION**

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## **Summary of Decision**

1. On 20<sup>th</sup> November 2020 the Tribunal determined a market rent of £800 per month to take effect from 15<sup>th</sup> September 2020.

## **Background**

2. The case concerned the determination of a market rent for the subject property following a referral of the Landlord's notice of increase of rent by the Tenant pursuant to sections 13 and 14 Housing Act 1988.
3. On 6<sup>th</sup> August 2020 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £824.99 per month in place of the existing rent of £696.50 per month to take effect from the 15<sup>th</sup> September 2020. The notice complied with the legal requirements.
4. On 14<sup>th</sup> September 2020 the Tenant applied to the Tribunal under Section 13(4) (a) of the Housing Act 1988.
5. The Coronavirus pandemic and considerations of health have caused a suspension of inspections and of Tribunal hearings in person until further notice.
6. The Tribunal office informed the parties that the Tribunal intended to determine the rent on the basis of written representations subject to the parties requesting an oral hearing. No request was made by the parties for a hearing. The parties submitted written representations, copies of which were sent to each other.

## **The property**

7. From the information given in the papers and available on the internet the property comprises a ground floor flat within a two-storey purpose-built block of six flats in total.
8. The building seems to date from the 1960's with brick elevations all beneath a tiled roof and is situated within the centre of Shirehampton which is a suburb on the south west side of Bristol. There is a reasonable range of amenities and schools in the area.
9. The accommodation is described as including a Living Room, Kitchen, two Bedrooms and Bathroom with WC. There is off street parking and a shared garden maintained by the Landlord.
10. The property has gas-fired central heating and double-glazed windows.

## **Submissions**

11. The papers show that the Landlord has let the property for some years in partnership with Bristol City Council who annually publish their level of Housing Support for different sizes of property within the City. The Landlord has increased the rent for the property annually in line with these allowances and is seeking to do so again.
12. The initial rent from September 2017 was £658.30 per month. This increased in September 2018 to £678.07 per month and again in September 2019 to £696.50 per month.
13. The latest rent allowance for a two bedroomed property published by the City Council is £824.99 per month, an increase of just over 18% on the previous year.
14. The Landlord had included a copy of the inventory for the property and a second redacted one for another flat within the same building.
15. Within the inventory it was clear that there were no curtains included within the Lounge or Bedrooms. The Tenant submitted comments about his personal financial position and referred to excessive problems from condensation and mould growth, and from mice.
16. The Landlord states that when a mouse sighting was reported he arranged for Best Pest Control to carry out “eradication procedures” and reproof any vents or gaps with rodent proof mesh.
17. The Tenant considered that the proposed increase in rent was high being more than 18%. Neither party included evidence of the rents paid for other similar properties in the area.

## **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**

18. The Tribunal first considered whether it felt able to reasonably and fairly decide this case based on the papers submitted only with no oral hearing. Having read and considered the papers it decided that it could do so.
19. 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.
20. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in Bristol the Tribunal decided that the Bristol City Council Housing Allowance had fallen behind market rents which would account for the relatively large increase this year.
21. The Tribunal decided that the market rent for the subject property if let today in a condition that was usual for such an open market letting would be £825 per month, in line with the latest Housing Allowance.
22. However the property is not in such a condition, the Tribunal deciding that a reduction of £10 per month should be applied to reflect the Tenants provision of curtains and a further reduction of £15 per month to reflect the problems with condensation and mould growth.
23. Accordingly the Tribunal decided that the new rent should be fixed at £800 per month.
24. The Tribunal was satisfied that the starting date for the new rent specified in the Landlord's notice would cause the Tenant no undue hardship.

### **Determination**

25. 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 was £800 per month.
26. The Tribunal directed that the new rent of £800 per month should take effect from 15<sup>th</sup> September 2020 being the date specified in the original notice.

**RIGHTS OF APPEAL**

1. 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.
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