



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

Case Reference : **CHI/00HD/MNR/2020/0074**

Property : **166 Willowherb Road
Emersons Green
Bristol
BS11 0DG**

Applicant : **Ms Marisa Colburn**

Representative : **None**

Respondent : **Mr Atif Javed c/o Entire Limited**

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. Decided on papers**

Date of Decision : **20th November 2020**

DECISION

Summary of Decision

1. On 20th November 2020 the Tribunal determined a market rent of £1,500 per month for the property to take effect from 4th November 2020.

Background

2. The case concerned the determination of a market rent for 166 Willowherb Road (“the 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 1st October 2020 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,550 per month in place of the existing rent of £1,400 per month to take effect from 4th November 2020. The notice complied with the legal requirements.
4. On 4th October 2020, by email, 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 papers submitted and from information available on-line the property is described as a modern four bedroomed semi-detached house situated within a large modern housing development on the northern side of Bristol.
8. The accommodation is arranged with a Hall, Cloakroom and Kitchen/Dining Room on the ground floor where there is also an integral Garage. On the first floor there is a Lounge, Bedroom and Bathroom with WC and on the second floor there is a Master Bedroom with en-suite Shower Room and WC together with two further Bedrooms. The first floor Bedroom doubles as a Study.
9. Apart from a burn mark on the Lounge carpet made by a previous tenant, neither party makes any adverse comment as to the condition of the property which was bought when new by Mr Javed in 2016.

Submissions

10. The tenancy had commenced on 4th July 2017 at a rent of £1,350 per month which was last increased on 4th February 2019 to £1,400 per month.
11. On 27th July 2020 the Landlord had notified the Tenant that he wished to sell the property and, in recognition of her co-operation in allowing viewings by prospective purchasers, he had reduced the rent by £350 per month to £1050 per month.
12. The Landlord subsequently decided not to proceed with the sale, so the rent reverted to £1,400 and he then served notice on 1st October 2020 for the rent to increase to £1,550 per month.
13. In her submission to the Tribunal dated 4th October 2020 the Tenant included details of a nearby property to let for £1,150 per month although this house does not have a garage and has only three bedrooms. Ms Colburn also included details of a four bedroomed detached house available for £1,450 per month. She also states that the adjoining property is let at £1,300 per month.
14. On 5th November 2020 the Applicant made further submissions to the Tribunal in which she says that the adjoining property has a larger garden. She also submitted details of other three bedroomed properties advertised to let at figures ranging from £825 to £875 per month and four bedroomed properties available at £1,400 to £1,490 per month.
15. In both her submissions the Tenant includes a number of details regarding her personal situation and those of her children.
16. The Landlord made a submission to the Tribunal on 20th October 2020 in which he states that the area has improved with a new Sainsbury's store and a David Lloyd Health Club opening nearby.
17. He also submitted two valuations by RICS Registered Valuers that the market rent in May 2016 was £1,500 per month and details of an identical house let days earlier by C J Hole at £1,550 per month.
18. Mr Javed also lets two identical properties nearby, number 195 Willowherb Road at £1,495 per month from October 2019 and number 193 Willowherb Road at £1,485 per month from September 2019.

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

- 19. 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.
- 20. 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. Whilst the Tribunal may be sympathetic to her situation the personal circumstances of the Tenant are not relevant to this issue, that is the market rent.
- 21. Having carefully considered the representations from the parties, the associated correspondence and using its own judgement and knowledge of rental values in Bristol and South Gloucestershire 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 £1,500 per month.
- 22. There was no evidence of any reason why any deduction should be made from this figure to reflect the condition or any Tenant's improvements.
- 23. 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

- 24. 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 £1,500 per month.
- 25. The Tribunal directed that the new rent of £1,500 per month should take effect from 4th November 2020 this being the date specified in the 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