



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

Case Reference : **CHI/00HB/MNR/2020/0070**

Property : **50 Ravenglass Crescent
Southmead
Bristol
BS10 6ER**

Applicant : **Ms Jolibeth Agustin**

Representative : **None**

Respondent : **Mr David Lay**

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 : **30th November 2020**

DECISION

Summary of Decision

1. On 30th November 2020 the Tribunal determined a market rent of £1250 per month to take effect from 1st November 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 4th September 2020 the Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1300 per month in place of the existing rent of £800 per month to take effect from the 1st November 2020. The notice complied with the legal requirements.
4. On 21st 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 issued Directions on 20th October 2020 informing 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. Both parties submitted written representations, copies of which were sent to each other.

The property and tenancy

7. From the information given in the papers and available on the internet the property comprises a two-storey semi-detached house within an immediate area of similar properties on the south-west side of Bristol.
8. The accommodation is stated as a Living Room, Kitchen, three Bedrooms, two Toilets and a Shower Room. Outside there is a Garden to the rear and off-road Parking at the front. The accommodation has gas-fired central heating and double-glazed windows.
9. Unusually the Applicant moved into the house before the previous tenants had vacated. Those tenants left a cooker, two wardrobes and a dining table. There were some stains to the carpet and the house needed cleaning but there is no complaint about its general condition.
10. The original tenancy dated 3rd September was unusual being for 36 months at an initial rent of "£1300 per month from 1st October 2017 to

1st September 2018, £1200 from 1st October 2018 to 1st September 2019, £800 from 1st October 2019 to 1st September 2020” (sic).

11. The Applicant states that at the beginning of the tenancy she paid an initial deposit of £1300 and two months’ rent in advance. The average rent for the whole tenancy was £1100 per month.

Submissions

12. The Landlord states that the market rent is more than £1500 per month and submitted evidence of the asking rental for three semi-detached houses in Southmead. The first of these has an asking rental of £1550 per month and is described as having an ensuite Shower room. The second has an asking rent of £1450 and is described as newly decorated. The third has an asking rent of £1750 and is described as newly renovated.
13. The Applicant also submitted evidence of the asking rental for three properties, two three-bedroom house with asking rent of £1100 and £975 and a third five-bedroom house at an asking rent of £1300.

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

14. 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.
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. Having carefully considered the representations from the parties and associated correspondence and using its own judgement and knowledge of rental values in the Southmead area of Bristol 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 £1250 per month.
17. The property seemed to be in a condition that might normally be expected for a property of this age and type so that no deductions should be made from this open market rental.
18. Accordingly the Tribunal decided that the new rent should be fixed at £1250 per month.
19. 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

20. 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 £1250 per month.
21. The Tribunal directed that the new rent of £1250 per month should take effect from 1st November 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