



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

Case Reference : **CAM/38UE/MNR/2020/0031
P:PAPERREMOTE**

Property : **127 Edmunds Road Banbury OX16 0QR**

Applicant : **Ms Jessica-Lynn Rickard**

Respondent : **Mr Lee Davis and Mr Leon Cornish**

Date of Application : **13 October 2020**

Type of Application : **Determination of the market rent under
Section 14 Housing Act 1988**

Tribunal : **Mrs E Flint FRICS**

**Date and venue of
Determination** : **25 January 2021
remote hearing on the papers.**

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DECISION

The market rent as at 16 January 2021 is £850 per month.

This has been a remote hearing on the papers which has been consented to by the parties. The form of remote hearing was, P:PAPERREMOTE. A face to face hearing was not held because no one requested the same, it was not practicable and all the issues could be determined on the papers. The documents that I was referred to are in a bundle of 20 pages the contents of which I have recorded.

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Background

1. On 16 November 2020 the tenant of the above house referred to the Tribunal a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988.
2. The landlord's notice, which proposed a rent of £900 per month with effect from 16 January 2021, is dated 22 October 2020.
3. The tenancy is a periodic tenancy which commenced 15 January 2016.
4. Owing to the Covid 19 restrictions the parties were asked if they would consent to the application being dealt with on the paper. The landlord consented and sent written representations; no reply was received from the tenant.

The Evidence

5. The landlord stated that the property is an end terrace house. The accommodation comprises a living room, large kitchen, conservatory, two double bedrooms and bathroom/wc. There is off road car parking, and an enclosed rear garden with shed. The house was fully refurbished prior to the letting: a new kitchen and bathroom fitted, walls replastered, new floors, carpets and decorating throughout. Photographs of the interior were provided. The house is centrally heated and the windows double glazed. A cooker is provided but the other white goods are the tenants.
6. The landlord said that the house had been let in accordance with the local authority scheme whereby the rent could not be increased. The landlord no longer wished to remain a landlord of social housing but wished to let the house on the open market. Other similar properties in the locality were being let for well in excess of the current rent.

The Accommodation

7. The Tribunal viewed the locality on Streetview. The property is situated in a residential road of similar aged close to local shops and bus routes.
8. The accommodation was refurbished prior to the current letting.

The law

9. In accordance with the terms of section 14 Housing Act 1988 the Tribunal proceeded to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
10. In so doing the Tribunal, as required by section 14(1), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.

Valuation

11. In coming to its decision, as neither party provided any comparable market evidence, the Tribunal has relied on with its own general knowledge of rental levels in Banbury.
12. In determining the rental value of the subject property, the Tribunal has taken into account all the factors raised by the landlord regarding the condition of the property.

The decision

13. The Tribunal concluded that the rent at which the property might reasonably be expected to be let on the open market is £850 per month.
14. The Tribunal determines the rent at £850 per month with effect from 16 January 2021 in accordance with the landlord's notice.

Chairman: Evelyn Flint

Dated: 25 January 2021

ANNEX - RIGHTS OF APPEAL

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

Appendix Housing Act 1988

14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee 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 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 of the dwelling-house concerned or are payable under separate agreements....

