



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

**Case Reference** : **MAN/32UG/MNR/2020/0043**

**Property** : **5 Tom Childs Close, Grantham, Lincolnshire,  
NG31 9FR**

**Applicant tenant** : **Ms Chelsea Dunnings**

**Respondent  
landlord** : **Ms Lesley Marshall**

**Type of  
Application** : **Market Rent, section 13 and 14 of the Housing  
Act 1988**

**Tribunal Members** : **Judge C. P. Tonge, LLB, BA  
Mr P. E. Mountain**

**Date of Decision** : **12 January 2021**

**Date of  
Determination** : **2 December 2020**

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**DECISION**

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## Background

1. Ms Chelsea Dunnings “the tenant” of 5 Tom Childs Close, Grantham, Lincolnshire, NG31 9FR “the property”, referred to the Tribunal a Notice of Increase of Rent, dated 11 September 2020, served by the Landlord under section 13 of the Housing Act 1988 "the Act". The tenant's application is dated 19 September 2020, and was received by the Tribunal on 23 September 2020.
2. "The landlord" is Ms Lesley Marshall. The Notice of Increase of Rent is dated 11 September 2020 and proposes a new rent of £800 per calendar month. This increase to take effect from 10 October 2020. The tenancy having commenced on 10 March 2011. The notice is in the prescribed form and is accompanied by a guidance note for tenants.
3. The current rent is £575 per calendar month.
4. Neither party requested a hearing.
5. The tenant, by bringing the case before the Tribunal challenges the newly proposed rent of £800 per calendar month and made representations that this is a terraced house with three floors and having a living room, bathroom, kitchen, sitting room, WC, 3 bedrooms, being partly furnished. A garage that could have been made available was not included in the let. This application was copied to the Respondent landlord.
6. By letters, dated 29 October 2020, the Parties were informed that this Tribunal would make an external inspection, later in the letter more specifically described as a "drive by" inspection, of the property on 2 December 2020. Internal inspections being currently suspended due to the Corona Virus Pandemic. The Parties were asked to inform the Tribunal if they considered an inspection to be essential, neither Party did this. The Parties were given until 12 November 2020 to provide any additional representations that they might wish to make, including photographs (if so desired). Neither Party made any further representations.
7. This Tribunal met by telephone on 17 November 2020 to determine whether a drive by inspection was necessary in this case. The Tribunal members were able to view the property and the estate housing the property on Google Earth. Judge Tonge took 6 snap shots of the property and its location during this exercise and they have been retained in the Judge's papers. The Tribunal determined that it was not necessary for a drive by inspection to take place, it could add nothing to what the Tribunal had already seen. The Tribunal then adjourned to sit again on the day fixed for the case to be decided, 2 December 2020.

8. The Tribunal saw that this is a modern town house situated in the middle of a block of four, with brick walls and pitched roof. It has 3 floors, ground first and second. It is situated in a good residential modern estate on the outskirts of Grantham, in easy reach of both the town centre and the A1 motorway.

## **The Law**

The Tribunal must first determine that the Landlord's Notice under section 13(2) of the Act satisfies the requirements of that section and is validly served.

Section 13 of the Act permits the Landlord, or his agent, under a periodic tenancy of the type specified in section 13(1) to serve a notice in the prescribed form on the tenant proposing a rent increase. A valid notice will have the effect of increasing the rent on the date specified in the notice unless before that date the tenant refers the notice under section 13(4) to the relevant Tribunal for a determination of the rent.

To be valid, the notice must not only be in the prescribed form but must also comply with the requirements set out in section 13(2) and (3) of "the Act" as to notice periods and propose a new rent to take effect at the beginning of a new period of the tenancy.

The prescribed notice is that contained in the Assured Tenancies and Agricultural Occupancies (Forms) Regulations 1997 (SI 1997 / 194) as amended by the Assured Tenancies and Agricultural Occupancies (Forms) (Amendment) (England) Regulations 2003 (SI 2003 / 260).

Section 14 of the Act requires the Tribunal to determine the rent at which it considers that the subject property might reasonably be expected to be let on the open market by a willing Landlord under an assured tenancy.

In so doing the Tribunal is required by section 14(1) of the Act to ignore the effect on the rental value of the property of any relevant improvements made by the tenant, as defined in section 14(2).

Section 14(4) of the Act provides that for the purposes of section 14 "rent" includes among other things any sums payable to the Landlord by the tenant in respect of council tax, but it does not include a service charge within the meaning of section 18 of the Landlord and Tenant Act 1985 where the amount of service charge payable by the tenant is variable from time to time according to changes in relevant costs. However, it does include a "fixed" service charge.

## **Written evidence**

9. No further representations were received from either Party.
10. In addition to the application form, the Tribunal also have a copy of the assured short hold tenancy agreement which confirms that the tenancy included fixtures , furniture and effects. Clause 8 (i) requires that at the end of the tenancy the property must be returned to the landlord in the same clean state and condition as it was at the beginning of the tenancy. The tenancy began on 10 March 2011.

## **Determination**

- 11.The Tribunal met by telephone conference to determine the issues raised in this case at 10.30am on 2 December 2020.
- 12.The Tribunal determines that this Notice of Increase of Rent complies with the requirements of section 13 of the Act in so far as this section regulates time limits, the selection of the correct day on which to increase the rent and use of the prescribed form. This is a valid Notice.
- 13.The Tribunal notes that the tenant has indicated that she has improved the property by decorating and installing a garden shed. The Tribunal determines that the tenant is responsible for internal decorations, whilst the Landlord is responsible for repairs. The Tribunal notes that the lease, clause 8 (i) requires the property to be returned at the end of the lease in the same clean state and condition as it was at the beginning of the tenancy. The Tribunal determines that having been a tenant in the property since 10 March 2011, it is reasonable to expect that the tenant would have decorated the property. This is maintenance and not an improvement for the purposes of the valuation of market rent.
- 14.The Tribunal determines that the addition of a garden shed would make no material difference to the rent that this property could achieve. It is not an improvement for the purposes of valuation of the market rent.
- 15.The property is let on a furnished basis. The Tribunal determines that there are no deductions to be made from the market rent.
- 16.The Tribunal has made enquiries of local estate agents and would expect a house in this good residential area to have a market rent of £750 per calendar month. This accords with the skill and judgement of the Tribunal and the Tribunal determines that the market rent for this property is £750 per calendar month.
17. This case has been conducted whilst the Corona Virus Pandemic has been ongoing. The principle change in our procedure is that as a result of the

pandemic no internal inspection of the property was possible, although the Parties were given the opportunity to indicate their view to the contrary, if such a view was held. They did not do so. Bearing in mind that an external "drive by " inspection could be made, the Tribunal met to consider whether this was necessary and decided that it was not as it would add nothing to what could be seen on Google Earth. The Tribunal considers this case to have been decided in a fair and just manner.

### **The Decision**

18. The Tribunal decides that the rent at which it considers that the property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy is £750 per calendar month.
19. Appeal against this decision is to the Upper Tribunal. Should either party wish to appeal against this decision they have 28 days from the date on which the decision is sent to them to deliver to this First-tier Tribunal an application for permission to appeal, stating the grounds of appeal, particulars of that ground or grounds and the result that the party seeks to achieve as a result of the appeal. The parties should note that such an appeal can only be raised in relation to an issue of law and not against the valuation of the rent.

**Judge C Tonge**  
**12 January 2021**