



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

Case Reference : **CHI/45UF/MNR/2020/0089**

Property : **2 Buck Barn Bungalows, Coolham Road, West Grinstead, Horsham, West Sussex RH13 8LN**

Applicant : **Ms V Stevens - Tenant**

Representative : **None**

Respondent : **Sir Charles Burrell - Landlord**

Representative : **None**

Type of Application : **Housing Act 1988 – Section 13
Appeal of Notice of Rent increase**

Tribunal Members : **R T Athow FRICS MIRPM – Chairman
B Bourne MRICS MCI Arb
S Hodges FRICS**

Date of Decision : **3rd March 2021**

DECISION

BACKGROUND

1. The Landlord served a notice under Section 13(2) of the Housing Act 1988 which proposed a new rent of £1,025.00 per month in place of the existing rent of £975.00 per month to take effect from 1st January 2021.
2. The tenancy is an assured periodic tenancy from 1st September 2018.
3. On 24th November 2020 the Tribunal received an application from the Tenant under Section 13(4) of the Housing Act 1988 dated 18th November 2020.
4. On 21st January 2021 the Tribunal made Directions informing the parties that in view of the Governments advice with respect to the Covid 19 outbreak an inspection would not take place. The parties were given the opportunity to provide supporting photographs of the property and if desired make representations to have the case stayed until an inspection was possible.
5. The Directions required the Landlord to send a statement to the Tenant and to the Tribunal supporting the application for an increase in rent. The Tenant was also required to send a statement to the Landlord and to the Tribunal in support of her objection.

INFORMATION

6. The matter is dealt with as a paper determination without hearing. In the current circumstances it has not been possible to inspect the property and the Tribunal relies on submissions from the Landlord and Tenant in correspondence, publicly available housing data online and its own expert knowledge.
7. The property is a link-detached bungalow in a rural area at the junction of the A24 and A272 trunk roads. Southwater is about 3 miles and Billingshurst is about 8 miles distance. The nearest train station is at Horsham, 7 miles away.
8. The accommodation comprises 2 bedrooms, bathroom/WC, living room, kitchen. There are Upvc double glazed windows. There is a garage and a garden. There are some storage heaters but no traditional central heating. Hot water is from a hot tank with an immersion heater.
9. The EPC dated 13th June 2018 records the property as being 55 square metres with a rating of 43/E.

Tenant's submissions.

10. Ms Stevens states that there is mould and peeling paper to the living room and bathroom ceilings, and there is no heating in the bathroom and limited heating in other rooms. The wardrobes have air vents which results in mould growing on clothes stored in them. Doors have fallen off the kitchen units

and she has had to replace them. Her father had to replace the boundary fences. Rats are becoming a nuisance around the property.

11. She states that the comparable properties given by the Landlord have central heating and have modern kitchen and bathrooms.
12. McDonald's eatery is next door and there is a problem of rubbish from food containers and general rubbish. Cars park in the lane in front of the property and block access to her bungalow.

Landlord's submissions.

13. The Landlord gave 4 comparables of rent, 3 being the adjacent bungalows, and the fourth is at Partridge Green, not on the Knepp Estate. Of the adjoining bungalows, one is similar to the subject property with 2 bedrooms, but has oil fired central heating. This is let on an AST at £1,050 per month and was last reviewed in August 2019. The other two are 3 bed roomed bungalows, one let at £1,150 and the other at £1,000 per month. The cheaper one is unmodernised but has solid fuel central heating. The bungalow in Partridge Green has 2 bedrooms, gas central heating and was let at £1,250 from January 2021.
14. A copy of the inventory of the subject property was included in the submissions.
15. There are no service charges other than the 4 bungalows sharing the cost of emptying the sewage treatment plant as per the Tenant's obligations under Clause 4.2.b of the Tenancy Agreement. Although the Tenant is obliged to keep the chimneys swept (Clause 4.18), the Landlord has offered to pay the cost of this if the Tenant arranges with the Estate's contractor for access to sweep the chimney.
16. The Landlord has offered to delay the start of the increased rent until a series of minor repairs have been carried out as listed in the submissions. The Tenant has stated that she does not want some internal repair work that is on the list to be undertaken whilst she is in occupation.

THE LAW

17. 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-*
was carried out otherwise than in pursuance of an obligation to his immediate Landlord, or
- (c) (i) 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*
- (d) 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 DETERMINATION

18. The Tribunal has considered the representations of both parties.
19. The personal circumstances of the Landlord and Tenant are not relevant to this issue.
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.
21. For the property to achieve such a rent it would need to be in good condition throughout, free of damp and with central heating, double glazing, a fitted kitchen with integral white goods, modern bathroom and WC. It would also be expected to have good quality floor coverings and curtains in good condition.
22. If it were in this condition the Tribunal decides that it would have a rental value of £1,100 per month.
23. The property is not in the condition described above and a prospective Tenant would expect to pay a lower rent to reflect those differences.
24. The Landlord has offered to undertake repairs to the interior of the property, but the Tenant has stated that she does not want this work carried out whilst she is in occupation. Consequently, the Tribunal is required by law to value the property as if these works had been carried out.
25. The items considered by the Tribunal to affect the rental value are;
 - Tenant's redecorating liability
 - Lack of central heating
 - Old kitchen
26. The Tribunal members have extensive experience of the residential letting market and how prospective tenants make adjustments for the varying conditions of properties when deciding which property to rent. It decides that in the open market prospective tenants would expect a reduction in rent to reflect the foregoing in the order of 10%, which is a reduction of £110.00 per month, giving a net rent of £990.00 per month.
27. The Tribunal therefore determines that the rent payable from 1st January 2021 being the date stated in the notice is £990.00 per month.

R T Athow FRICS MIRPM
Valuer Chairman

PERMISSION TO APPEAL

1. A person wishing to appeal the 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.