



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

**Case reference** : **CAM/34UF/MNR/2020/0032**

**HMCTS code** : **P: PAPERREMOTE**

**Property** : **32 Forest Road Northampton NN4  
8PA**

**Applicant** : **Muhammad Waqar Shaukat,  
Shabnam Ramzan and Kashif  
Abbasi**

**Respondent** : **Terry Woodhouse and Jennifer  
Campbell**

**Type of application** : **Section 14 of the Housing Act 1988  
Determination of market rent  
payable.**

**Tribunal member(s)** : **Mary Hardman FRICS IRRV(Hons)**

**Date of decision** : **9 March 2021**

---

**DECISION**

---

**Covid-19 pandemic: description of hearing**

- A. This has been a remote hearing on the papers which the parties are taken to have consented to, as explained below. The form of remote hearing was P:PAPERREMOTE. A face-to-face hearing was not held because it was not practicable and all issues could be determined on paper.

## **Decision:**

1. The Tribunal determined a rent of **£900** per calendar month to take effect from 9 March 2021.

## **Reasons**

### **Background**

2. The Landlord by a notice in the prescribed form dated 2 November 2020 proposed a new 'rent' of £935 per calendar month to be effective from 17 December 2020. On 11 December 2020 the tenant referred the Notice to the Tribunal. This was in lieu of the previous rent of £850 per month.
3. No inspection took place due to measures introduced to combat the spread of the Coronavirus (COVID-19) and to protect the parties and the public, particularly those at risk.
4. Parties were requested to complete a pro forma supplying details of the accommodation on a room by room basis, the features of the property (central heating, white goods, double glazing, carpets and curtains) and other property attributes and any further comments that they may wish the tribunal to take into consideration. This could include any repairs and improvements that had been made, any comments on the condition of the property and rentals of similar properties – should they wish to rely on these.
5. They were invited to include photographs and were informed that the Tribunal may use internet mapping applications to gather information about the location of the property and may inspect externally.
6. The determination would take place based on the submissions from both parties unless either party requested a hearing. No further evidence was submitted by the landlord or the tenant. There was no request for a hearing.

### **The Property**

7. The property is a three-bedroom end terraced house of traditional brick construction with a tiled roof.
8. The accommodation comprises a living room, kitchen and dining room, three bedrooms and two bathrooms.
9. There is central heating and double glazing which was installed by the landlord.
10. There is enclosed space to the front and a garden to the rear and off-road parking

## **The Tenancy**

11. The Tenancy commenced as a contractual Assured Shorthold Tenancy for a fixed term of 12 months from 17 August 2016. A copy of the agreement dated 17 August 2016 was provided. From 16 August 2017 a statutory tenancy on the terms of the written agreement appears to have arisen. Section 11 of the Landlord and Tenant Act 1985 applies in respect of Landlord's repairing obligations

## **The Law**

12. By virtue of section 14 (1) Housing Act 1988 the Tribunal is to determine a rent at which the dwelling-house concerned might reasonably be expected to be let in the open market by a willing landlord under an assured periodic tenancy-
  - (a) 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 rent) are the same as those of the subject tenancy
13. By virtue of section 14 (2) Housing Act 1988 in making a determination the Tribunal shall disregard –
  - (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 (as defined by section 14(3) Housing Act 1988) carried out by a tenant otherwise than as an obligation; and
  - (c) any reduction in the value of the dwelling-house due to the failure of the tenant to comply with any terms of the subject tenancy.

## **Representations – Tenant**

14. Muhammad Waqar Shaukat for the applicant tenants said that in previous years the landlord had raised the rent by £25 but this time the proposed increase was £85.
15. They considered this to be particularly unfair in these hard financial times when they were struggling with the effects of the Covid pandemic.

## **Representation – Landlord**

16. No representations were received from the Landlord or their agents.

## **Determination**

17. The Tribunal determines a market rent for a property by reference to rental values generally and to the rental values for comparable properties in the locality in particular. It does not take into account the present rent and the period of time which that rent has been charged nor does it take into account the percentage increase which the proposed rent represents to the existing rent.
18. In addition, the legislation makes it clear that the Tribunal cannot take into account the personal circumstances of either the landlord or the tenant.
19. The Tribunal assesses a rent for the Property as it is on the day of the hearing disregarding any improvements made by the tenant but taking into account the impact on rental value of any disrepair which is not due to a failure of the tenant to comply with the terms of the tenancy.
20. Given that neither party provided any comparables or any other evidence in respect of the rental value of the property the tribunal has had to rely on its own knowledge and experience in arriving at its determination. It is assisted by the details of the property from the sale in 2015 which are still available on the internet.
21. On this basis the tribunal believes that the rental value for the property in good condition would be in the region of **£900 per month**.
22. Section 14(7) of the Housing Act 1988 gives the tribunal discretion to determine the date of the rent where backdating the rent to the beginning of the new period specified in the notice would cause undue hardship to the tenant. The tribunal, having reviewed the submission of the tenants is satisfied that this would be the case and the rent of £900 per month takes effect from **9 March 2021**, the date of this decision.

**Mary Hardman FRICS IRRV(Hons)**  
**Regional Surveyor**

### **Rights of appeal**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

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.

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.

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.

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.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).