



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

Case Reference : **CAM/22UD/MNR/2021/0041**

Property : **5 Deans Court, Deans Road, Warley, Brentwood,
Essex CM14 5DX**

Applicant (Tenant) : **Mr Sean O'Sullivan**

**Respondent (Landlord):
Representative** : **Mr Duncan Ferreira
Concentric Sales & Lettings**

Type of Application : **Determination of a market rent under
Section 13 of the Housing Act 1988**

Tribunal Members : **Judge JR Morris
Mr D Barnden MRICS**

Date of Decision : **23rd August 2021**

DECISION

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DECISION

1. **The Tribunal determined a rent of £950.00 per calendar month to take effect from 3rd July 2021.**

REASONS

THE PROPERTY

2. The Property is a first-floor purpose built flat in a building with brick elevations under a pitched tile roof probably constructed in the 1970s. The windows and doors are upvc with double glazed units. The rainwater goods are upvc. There is a small decked area between the wall of a garage and the fence belonging the ground floor property. There is also some decorative flower beds and originally some shingle but this has been removed.

Accommodation

The Property comprises:

An open plan Living Room and Kitchen [6.53 m (21'9") x 4.57m (15'0") > 12'9" x 9'5"]. The Kitchen has a fitted granite work surfaces over wood fronted base units

with drawers and cupboards; there are matching wall mounted units incorporating a glazed display cabinet with lighting under. There is an integrated microwave, range style cooker, dishwasher and one and a quarter bowl sink unit with mixer tap and drainer. There is a canopy style extractor hood. There is also an integrated fridge freezer. The Living Room has an electric feature fire place and Storage cupboards.

Two bedrooms [2.95m (9'8") x 2.79m (9'2"); 3.68m (12'1") x 2.36m (7'9")]. Bedroom 1 has fitted bedroom furniture and timber floor covering. Bedroom 2 has timber floor covering.

Bathroom which is off the Kitchen area and has a white suite comprising bath, wash hand basin and low level w.c. There is a heated towel rail and space for a washing machine.

Services

Space and water heating is by a gas fired central heating system. The Property has mains electricity, gas, water and drainage.

Furnishing

The Property is let unfurnished.

Location

The Property is in Brentwood where there is a range of facilities. The Property is situated in a cul de sac at the end of which is a railway line.

THE TENANCY

3. The Tenancy commenced as a contractual fixed term Assured Shorthold Tenancy of 6 months on 3rd November 2012 and has continued thereafter as a statutory periodic tenancy. Section 11 of the Landlord and Tenant Act 1985 applies in respect of the Landlord's repairing obligations.

THE REFERRAL

4. The current rent is £800.00 per calendar month. The Landlord by a notice in the prescribed form dated 10th May 2021 proposed a new rent of £950.00 per calendar month from 3rd July 2021.
5. On 11th June 2021 the Tenant referred the notice proposing a new rent to the Tribunal. Directions dated 29th June 2021 were issued informing the parties that due to Public Health England's advice the Tribunal did not intend to inspect the Property internally (although it would use internet mapping to view the exterior) or hold an oral hearing unless a request was made by 26th July 2021. Neither party made a request for a hearing or internal inspection. The Tenant provided representations on the Referral Form and the Landlord provided brief comments on the Reply Form attached to the Directions.

THE LAW

6. The relevant law is in section 14 of the Housing Act 1988 which is summarised below.

7. 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

8. 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.

9. Nothing in section 14 affects the right of the landlord and the tenant under an assured tenancy to vary by agreement any term of the tenancy (including a term relating to rent).

REPRESENTATIONS

9. The Tenant made written representations. He said with regard to the Living Room that the electric feature fireplace was disconnected. With regard to the Kitchen white goods, he said that the integrated microwave was 15 years old and rusty, and the oven and dishwasher did not work. He said that the fridge freezer was also 15 years old. The lighting under the glazed display cabinet no longer works. With regard to the Bathroom the Tenant said there had originally been a jacuzzi but this had been replaced with a bath that he found inaccessible. He said there had also been a shower over the bath with a shower screen but that these had both been removed, presumably when the new bath was installed.

10. The Tenant said that earlier in the year the decking was inaccessible due to the overgrown vegetation from next door. This has since been cut back and a new fence erected. He had then arranged for the decking to be revarnished. However, the decking has subsequently been damaged and weakened so it is possibly unsafe. was rotten and the ground under it was had become uneven it was unsafe.

11. The Landlord did not dispute the Tenant's representations. The room sizes were confirmed. It was confirmed that the Property had central heating, double glazing, carpets, curtains and white goods provide by the Landlord. It was also said that there was a garden and believed to be a permit parking scheme in operation in the area.

DETERMINATION

12. 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. The Tribunal 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.

13. In addition, the legislation makes it clear that the Tribunal cannot take into account the personal circumstances of either the Landlord or the Tenant.
14. The Tribunal assessed a rent based on the condition of the Property as at the time of the determination for a two-bedroom flat in the condition as described by the parties.
15. Neither party provided rental values for comparable properties and therefore the Tribunal used the knowledge and experience of its members. Similar properties in the locality range from £950.00 to £1,300. Those at the upper end are in very good condition with central heating, carpets, curtains and white goods and also have gardens and parking.
16. The Property is at the lower end of the market as described by the Tenant which is not contradicted by the Landlord. Although it has white goods these are dated and several do not work. The bathroom does not have a shower, which is standard in most rental properties today. The flooring in the living room is also in poor condition. The maintenance of the decking is a landlord responsibility and appears it be in an unsafe and therefore unusable condition. In addition, it is in close proximity to the railway line which would have an effect on its rental value.
17. The Tribunal determined that a market rent for the Property in its present condition is **£950.00 per calendar month to take effect on 3rd July 2021.**

Judge JR Morris

Caution: The Tribunal inspected the subject property for the purposes of reaching this decision. The inspection was not a structural survey and any comments about the condition of the property in this statement must not be relied upon as a guide to the structural or other condition of the property.

APPENDIX - RIGHTS OF APPEAL

1. If a party wishes to appeal the 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.
2. 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.
3. 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.

4. 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.