



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

Case Reference : **CAM/38UC/MNR/2021/0067**

Property : **Room 4U, Old Mission Hall, 57A/B
St Clements Street, Oxford OX4 1AG**

Applicant (Tenant) : **Alexander Patrusau**

**Respondent (Landlord):
Representative** : **St Clements Parish Property
Finders Keepers Shared Letting**

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

Tribunal Members : **Judge JR Morris
Mrs M Wilcox BSc MRICS**

Date of Decision : **14th February 2022**

DECISION

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DECISION

1. **The Tribunal determined a rent of £600.00 per calendar month to take effect from 1st December 2021.**

REASONS

THE PROPERTY

2. The Tribunal did not inspect the Building or Property but received a description from the representations made by both parties. Plans were also provided of the whole building identifying the residential rooms in the Mission Hall. It also obtained information from the internet.
3. The Property is a room in an 11-bedroom two storey Building part of which is licensed as a House in Multiple Occupation. Other parts of the Building which are separate from the House in Multiple Occupation are residential and commercial units. The Building is a Grade II listed Victorian Mission Hall converted into residential accommodation with some commercial units. located close to the centre of Oxford. The Building has central heating although it is not double glazed. There is a bicycle store.

4. The rooms on the downstairs or ground floor have the suffix D and are historically part of 57A and the upstairs or first floor rooms have the suffix U and are historically referred to as 57B. However, the tenants of 57 A and B have access to both floors and facilities.
5. The Property is about 19 square metres of floor space comprising a split-level room with a mezzanine floor. The lower level is a living and office area 8m x 6m and the upper is a bedroom.
6. Under the Tenancy Agreement the Property shares facilities with the tenants of other rooms in the Building which include two fully fitted kitchens (including washing machine) one on the first-floor shared by 5 tenants and one on the second-floor shared by 6 tenants. There are 2 w.c.s with wash hand basins, 2 bathrooms and 2 shower rooms, shared by 11 tenants. There is also a communal living Room.
7. In September 2021 a new 4-foot-wide bed with mattress and headboard was provided to the Property. In November 2021 the Property was decorated and a new carpet laid in the bedroom area and new blinds were fitted.
8. The rent includes council tax, heating, electricity and water.

THE TENANCY

9. The Tenancy commenced as a contractual periodic Assured Shorthold Tenancy on 1st September 2005 for a term of 12 months until 31st August 2006 which continued thereafter as a statutory monthly periodic tenancy. A copy of the original contractual tenancy dated 29th September 2005 was provided. Section 11 of the Landlord and Tenant Act 1985 applies in respect of the Landlord's repairing obligations.

THE REFERRAL

10. The current rent set over twelve months ago in 2020 is £461.88 per calendar month. By a notice in the prescribed form dated 14th October 2021 the Landlord proposed a new rent of £600.00 per calendar month from 1st December 2021.
11. On 29th November 2021 the Tenant referred the notice proposing a new rent to the Tribunal. Directions dated 15th December 2021 were issued informing the parties that the Tribunal did not intend to inspect the Building and Property unless a request was made by 13th January 2022. Neither party made a request for an inspection but a request for a hearing by telephone was made by the Tenant and was arranged for 14th February 2022. Both parties completed the Reply Form attached to the Directions mentioned above and the Tenant provided representations.

THE LAW

12. The relevant law is in section 14 of the Housing Act 1988 which is summarised below.
13. 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
14. 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.
15. 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

16. The Tenant made written representations stating as follows:
17. Communal Living Room – The furniture in the communal living room of sofas, armchairs, bookshelf and lamp shades were over 20 years old and falling apart and was only recently replaced after many years of continuous requests and unfulfilled promises. The curtains have not been cleaned in the last 10 years and the wooden floor is in a bad condition.
18. Kitchen – The kitchen is about 20 years old and some drawers are falling apart. One of the lamp shades was reported as being broken over a year ago and is still awaiting replacement.
19. The Property – Personal Bedroom/Living Room – After 15 years and many requests for repairs:
 - The threadbare carpet was replaced.
 - The falling part bent metal bed was replaced.
 - The very old mattress was replaced with a new but damaged mattress which was replaced for an undamaged one after the tenant had raised the issue.
 - The crumbling paint was only recently repainted. After the redecoration there were splashes of paint left all over the floor and were not removed until the issue was raised by the Tenant.
 - The worn out and non-operational blind was replaced.
 - The wooden floor in the living area requires re-sanding but this request was denied.
20. Bathroom and Shower Rooms - the bathrooms and shower rooms are poorly ventilated and the heating does not work, in the winter the temperature is 9-10°C. This has led to the spread of mould and bathing is a very unpleasant experience. The door to the shower room is very difficult to open.

21. General – the entrance door lock on the ground floor has been broken for at least 12 months and there is a crack in the wall at the rear of the Building.
22. Eleanor Madeley of Finders Keepers Shared Letting which manage the House in Multiple Occupation for the Landlord made written representations which described and explained the operation of the Building as a House in Multiple Occupation with facilities that were shared under the tenancy Agreement by the Tenant as occupier of the Property with the other residents of the Building. It was stated that the Landlord is a charity.
23. The Landlord’s Agent also provided a table of rents currently achieved in respect of all the Rooms let in the Building:

Room	Rent currently being achieved
1D	£600.00 per calendar month
2D	£550.00 per calendar month
3D	£600.00 per calendar month
4D	£600.00 per calendar month
5D	Currently unoccupied due to renovation. Rent will be £550.00 per calendar month
6D	£725.00 per calendar month
1U	£526.71 per calendar month
2U	£575.00 per calendar month
3U	£625.00 per calendar month
4U	£461.88 per calendar month proposed increase to £600.00 per calendar month
5U	Currently unoccupied due to renovation. Rent will be £725.00 per calendar month

HEARING

24. A hearing was held by telephone conference on 14th February 2022 which was attended by the Tenant and Ms Eleanor Madeley of Finders Keepers Shared Letting (the Landlord’s Agent), which manage the House in Multiple Occupation for the Landlord.

Tenant’s Representations

25. The Tenant confirmed his written representations. He also made oral representations which are précised and paraphrased as follows:
26. Communal Living Room - He said that the Communal Living Room now had new furniture but the curtains were still in a poor condition as was the floor. He said that it was not cleaned very regularly. The windows need to be cleaned. Some tenants who, like him, had been resident for a long time kept the communal parts tidy. However, some tenants who are transient are not as particular. It is an old building and the windows are single glazed and the ceilings are high which makes the Living Room cold as it is difficult to heat.
27. Kitchen – He said the kitchen is in a poor state and needs to be refurbished. He felt the ongoing maintenance and management had in the past not been good. He again referred to the lampshade which could very simply be replaced but remained broken months after it had been reported.

28. The Property – Personal Bedroom/Living Room – He said he was very disappointed that his living room floor had not been sanded. He said that he tried to keep the place in good condition. He said that there were not enough electrical sockets.
29. Bathroom and Shower Rooms – The Tenant said that the bathrooms and shower rooms are poorly ventilated and the heating is not just ineffective it does not work. They are very cold in winter and this has led to the growth of mould. He said that it was so cold it was unpleasant to bath or shower. He said, as with other communal parts, the bathrooms and shower rooms should be cleaned better and more regularly.
30. Heating – The Applicant said that there had a been a series of problems with the heating. A number of engineers had attended and each says something different. One will say that it is a problem with the pressure another will say it is something else. The problem is not that the heating is not hot enough but that it does not work. It had been said that the tenants were ‘fiddling’ with the controls. The Applicant said that if the boiler was working then no one would bother with it. The tenants had not been given any clear instructions about what to do when the boiler was not working. He said he had been told to adjust the pressure in the system by letting water in by a valve so that the needle in the pressure indicator is just at the red line. The Tenant said he did this but the boiler was still not working.
31. Generally - He said that the Building was not in the best condition and the rent now charged was a lot of money for what was provided. It also was a steep increase on the previous rent. He said that the Building was cold with a lack of insulation and double glazing. The lock on the inner entrance door on the ground floor has been broken for at least 12 months. He said this compromised security and was exacerbated by the main outer timber door swelling in wet weather which means that it does not shut completely and is sometimes left ajar by tenants who do not make sure it is closed properly. Although all individual rooms have their own locks a person could then enter the communal areas.
32. He added that other tenants were unhappy about the increase in rent but found the process of challenging the rent too complex and time consuming.
33. Comparable – The Applicant said that £600.00 was a lot when compared with a one bedroom flat across the road which was let at £800.00 per calendar month.

Landlord’s Representations

34. The Landlord’s Agent confirmed the written representations and made oral representations which are précised and paraphrased as follows:
35. Communal Living Room and Communal Areas Generally – The Landlord’s Agent said that the Communal areas of the Building were cleaned weekly and this was included in the rent and paid for by the Landlord. New furniture had been provided. It was acknowledged that the floor needed attention but this work was going to be very disruptive and so the Landlord had to wait a suitable opportunity. The Building is listed and therefore part of the listing is that the windows must remain the same so a number are single glazed. However, where possible windows have secondary double glazing.

36. Kitchen – The Landlord’s Agent said that the Agent had only recently been appointed as Manager and when the Agent took over the management it was apparent that there was a good deal of updating to do. The Landlord’s Agent said that they had made a good start and the kitchen was part of the works in progress. £20,000 had already been invested in the Building by the Landlord.
37. The Property – Personal Bedroom/Living Room – The Landlord’s Agent said that she was aware that the redecoration of the Property would be disruptive to the Tenant and so he was rehoused in another room. At the present time it would not be practical to sand the floor in the Tenant’s room as the process is noisy and very dusty. So far as the individual controls to the heating are concerned the Landlord’s Agent said that in line with the HMO licence requirements each bedroom had its own radiator thermostatic control.
38. Bathroom and Shower Rooms – The Landlord’s Agent absolutely refuted that there was mould in the bathroom. She said that there was an extractor fan that operated to ensure that excess moisture was removed.
39. Heating – The Landlord’s Agent said that there were two boilers and the ground floor or Downstairs heating was working well. However, she conceded that there had been an intermittent problem with the heating to the first floor or Upstairs. The engineer was due to visit the day after the hearing. The engineers had said that a problem had been that the tenants were prone to fiddling with the main controls. This took the form of turning the tap on the pressure valve to add water in the belief that this would increase the heat. In fact, the engineer said that this caused the boiler to go into default mode and shut down.
40. Generally – The Landlord’s Agent agreed that the inner entrance door lock had been defective for some time because it had been difficult to get a contractor to repair it. A contractor had now been found and it would be fixed shortly. The complaint that the outer wooden entrance door was not closing properly or was difficult to close had been investigated and the contractor could not find anything wrong with it. The outer entrance door maintained security to the communal areas, which the inner entrance door would further secure when the lock was repaired. Each room had its own lock to give personal security. The Landlord’s Agent did not agree that security had been compromised. The crack at the rear of the Building does not affect it structurally and is in a storage cupboard and does not affect the tenants.
41. The Landlord’s Agent said that she had not had any other complaints about the increase in rent.
42. Comparable – The Landlord’s Agent said that the rents at the Mission House were good value when compared with rents for rooms outside. As Agents for other landlords in Oxford she said that rents were in the region of £500.00 to £650 per calendar month for a room with shared facilities but that was without services and utilities for which the tenants’ paid extra.
43. With regard to the differential between rooms at the Mission House the Landlord’s Agent said that it was based on the size of the room. The Property 4U was the same size as 3D and 4D. The Tenant said that he thought 3D was larger than 4U because it had a cupboard. In answer to the Tribunals questions the Landlord’s agent said that 2D was smaller than 1D, 3D, 4D and 4U.

DETERMINATION

44. 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. The Tribunal cannot take into account the personal circumstances of either the Landlord or the Tenant. Therefore, the fact that the Landlord is a charity is not something that the Tribunal considers.
45. The Tribunal assessed a rent based on the condition of the Building and Property as at the time of the determination. Therefore, it cannot take into account the period of time which a property might have been in disrepair prior to work being carried out by the Landlord. Equally, it cannot take into account work which the Landlord said it intended to undertake or was scheduled to take place in the future.
46. Therefore, although the Tribunal noted the Tenant's complaint that he had been waiting many years for the replacement furniture to the Communal Living Room and the replacement bed, carpet and blind to the Property which is his personal living room and bedroom it cannot take the period of time when the Property was in an alleged poor condition into account when determining the rent. The Tribunal make its assessment based on the condition of the Communal Living Room and the Property as at the determination on 14th February 2022.
47. The Tribunal considered the representations made by the parties.
48. Communal Living Room and Communal Areas Generally – The Tribunal found that weekly cleaning of the communal areas was reasonable and that between cleans it was for the tenants to keep the communal areas tidy. The Tribunal noted that new furniture had been provided. As a communal area the condition of the floor was not something that had a significant effect on the rent, although the Tribunal took it into account. The single and secondary glazed windows, high ceilings etc are a feature of a building of that age and as they attract some tenants and not others have a neutral effect on the rent.
49. Kitchen – The Tribunal was concerned that the kitchen needed updating and took this into account in determining the rent.
50. The Property – Personal Bedroom/Living Room – The rehousing of the Tenant for the period of the refurbishment does not influence the rent. The Tribunal did take account of the condition of the Tenant personal living room floor and that the radiators have thermostatic control, giving tenants a degree of individual control over the heating in their rooms in accordance with the HMO licence requirements. The Tribunal also took into account the recent updating of the decorations and furniture provided.
51. Bathroom and Shower Rooms – The main issue for the tenant with regard to the shared bathrooms and shower rooms was the lack of heat. It is difficult for a landlord in these circumstances to ensure the bathroom is warm but sufficiently ventilated to ensure that there is no mould growth. The Tribunal took the heating issue into account in determining the rent.

52. Heating – It was conceded that there is a problem with the heating of the Upstairs at the present time and it was accepted that a remedy was being sought. As mentioned above. The Tribunal took the heating issue into account in determining the rent.
53. Generally – The Tribunal accepted that the defective lock on the inner entrance door did not compromise the security of the communal areas or, most particularly, the individual rooms of the tenants.
54. It is for individual tenants to refer their rent to the tribunal if they consider it to be excessive.
55. Comparable - With regard to the differential between rooms the Tribunal examined the plans provided and were satisfied that the rooms for which the same rent was charged as was charged for the Property were essentially of the same size with the same facilities. Neither party gave details of comparable properties for which they provided rental values.
56. The Tribunal using the knowledge and experience of its members found that rental values for rooms ‘including bills’ advertised on the Internet were between £500.00 and £750.00 depending on size and facilities. The Tribunal found that those that were comparable in size to the Property with shared facilities were in excess of £600.00 per calendar month but taking into account the condition of the kitchen, the problems with the heating and that the flooring is worn in both the Communal area and the Property the Tribunal determined that a market rent for Property is **£600.00 per calendar month to take effect on 1st December 2021.**

Judge JR Morris

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.