



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

Case reference : **CAM/00KB/MNR/2021/0069**

HMCTS code : **P:PAPERREMOTE**

Property : **10 Arthur Street Ampthill
Bedfordshire, MK45 2QQ**

Applicant : **Anna Hornibrook**

Respondents : **Paul Williams**

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 : **28 February 2022**

DECISION

Covid-19 pandemic: description of hearing

This has been a remote hearing on the papers which the parties are taken to have consented to. The form of remote hearing was P:PAPERREMOTE. A face-to-face hearing was not held because all issues could be determined on paper. The submissions were in individual bundles produced by the Applicant and the Respondent. I have noted the contents and my decision is below.

Decision:

1. The Tribunal determined a rent of **£625** per calendar month to take effect from **2 February 2022**

Reasons

Background

2. The Landlord by a notice in the prescribed form dated 1 December 2021 proposed a new 'rent' of £795 per month to be effective from 2 February 2022. On 11 December 2021 the tenant referred the Notice to the Tribunal. This was in lieu of the previous rent of £525 per month.
3. 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.
4. The determination would take place based on the submissions from both parties unless either party requested a hearing. Further evidence was submitted by both the landlord and the tenant. Neither party requested a hearing.

The Property

5. The tribunal inspected the property on 21 February 2022. The tribunal was accompanied by the tenant, Mrs Hornibrook
6. The property is a two-storey brick built terraced house with a tiled roof located in a relatively quiet road close to the town centre of Ampthill.
7. The accommodation comprises an entrance lobby, inner hall, kitchen lounge, dining room, study and utility to the ground floor and two bedrooms and a bathroom to the first floor.
8. There is a small garden to the front and a reasonable sized garden to the rear.
9. The property has gas fired central heating system. There are double glazed windows to the front of the house, but the remainder is single glazed.
10. The property is in a fairly basic state. There is cracking with paint peeling to the ceiling to the entrance lobby.

11. The galley kitchen has basic white units which are dated, and all white goods are provided by the tenant. There is cracking and peeling paint to the ceiling and the gas boiler is some 20 years old.
12. The dining room and lounge are in reasonable condition apart from the wooden windows and French doors to the rear of the house which show significant signs of wet rot and the doors no longer open. Some of the glass in the wooden casements has dropped leaving gaps to the outside.
13. The ground floor study was flooded following a leak in 2019 and whilst largely dried out the woodwork is rotten.
14. The first-floor rear bedroom has evidence of historic damp. The bathroom is fairly basic

The Tenancy

15. The tenancy appears to be a statutory periodic monthly assured tenancy under the Housing Act 1988 which began on 2 January 1997. Section 11 of the Landlord and Tenant Act 1985 applies in respect of Landlord's repairing obligations.

16. The Law

17. 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
18. 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.

Representation – Tenant

19. In her written evidence the tenant said that the landlord had agreed to replace the back windows, small patio door and kitchen windows in 2016 but nothing had happened.
20. He had then suggested in 2017 that works to improve the house would take 6 months and that she should move out to a rental property that he would provide. She was not prepared to do this and subsequently no works had been carried out.
21. She had paid for the work to repair the leak that had affected the study but whilst now dry, it was not usable.
22. Floor coverings in the property had been provided by the tenant or, where they were provided by the landlord were over 20 years old.

Representations – Landlord

23. In his written representations the landlord confirmed the details of the accommodation and features of the property.
24. In response to the tenant's comments on repairs he confirmed that he felt that renovating the property was the best course of action as he wanted to renew the kitchen, bathroom, overhaul electrics and plumbing, renew windows and doors, renew floors and redecorate and carpet throughout. He felt that this could not be done whilst the tenant was in occupation. He had offered to cover all costs of moving to a rental house whilst the work was carried out but had not had a response from the tenant.
25. He had checked rents of similar properties in the area and found that most of them were in the £900- £1100 bracket. As he felt that work needed to be done on the house, he had allowed an element of discount and believed that £795 was a fair rent.

Determination

26. 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. In addition, the legislation makes it clear that the Tribunal cannot take into account the personal circumstances of either the landlord or the tenant.
27. 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 disrepair (if any) which is not due to a failure of the tenant to comply with the terms of the tenancy.

28. The tribunal notes that the landlord was apparently willing to carry out repairs and make arrangements for accommodation for the tenant in the interim but that the tenant was not comfortable with this arrangement. However, the tribunal must assess the rent based on the property as it stands as there is no suggestion made that any disrepair was due to a failure of the tenant to comply with the terms of the tenancy.
29. No comparable evidence was provided by either party although Mr Williams said that he had looked at comparable properties which he felt were in the range of £900-£1100 in good condition.
30. The tribunal, using its experience and expertise, would not disagree with this as a starting point and assesses the rent for this property in good condition at around £1000 per month.
31. However, adjustment needs to be made both for the state of repair and the lack of white goods, carpets and curtains which would normally be provided with property rentals. In reality it is hard to imagine this property being let on the open market in its current state.
32. The tribunal has made a deduction of £75 for the lack of white goods, carpets and curtains and £300 to reflect the works required to return the property to a good rental state – as set out by the landlord in paragraph 24.
33. On the basis of the above the tribunal determines the rent for the subject property at £625 per calendar month.

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).