



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

Case Reference : **CAM/33UH/MNR/2022/0004
P:PAPERREMOTE**

Property : **71 High House Avenue Wymonham
Norfolk NR18 0JN**

Applicant : **Mr B Warner and Mrs S
Warner**

Respondent : **Mr and Mrs J Macro**

Date of Application : **14 January 2022**

Type of Application : **Determination of the market rent
under Section 14 Housing Act 1988**

Tribunal : **Mrs E Flint DMS FRICS**

**Date and venue of
Determination** : **21 March 2022
remote hearing on the papers.**

DECISION

The market rent as at 5 February 2022 is £850 per month.

This has been a remote hearing which has been consented to by the parties. 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 in a remote hearing. The documents that the Tribunal were referred to are in a bundle, the contents of which have been noted. The order made is described below.

Background

1. On 14 January 2022, the tenant referred to the Tribunal a notice of increase of rent served by the landlord under section 13 of the Housing Act 1988.
2. The landlord's notice, which was dated 23 December 2021 proposed a rent of £955 per month with effect from 5 February 2022.
3. The tenancy is an assured tenancy which commenced on 5 April 2012. Under the tenancy agreement the tenant is responsible for internal repairs and decorations; the premises must not be sublet, nor may the tenants take in lodgers.
4. Directions were issued by the tribunal on 20 January 2022.
5. The parties did not object to the matter being dealt with on the papers and both made representations to the tribunal.

The Inspection

6. The property is a semi-detached bungalow situated in a residential road of houses and bungalows on a modern estate within walking distance of the local shops and bus route. The railway station is approximately 4.5 miles away.
7. The front area is gravelled, the entrance door is on the side of the property, the remainder of the garden is laid to lawn and flower beds with a small patio adjacent to the living room.
8. The bungalow comprises a living room, dining room, a double bedroom with ensuite shower room and dressing area, a second small double bedroom and a box room currently used as a study, kitchen/diner and bathroom/wc. The accommodation is compact; the dressing area and ensuite were formed out of what was originally a garage. The kitchen and ensuite shower room have recently been refitted and the drains replaced on behalf of the tenant. The windows are double glazed and there is central heating throughout.
9. The bungalow was let unfurnished without carpets, curtains or white goods.

The Evidence

10. The tenant provided brief details of a number of properties available to let in Wymondham with rents in the range £800 to £925 per month.
11. The landlord stated that rent for the property was low when they purchased it on 20 November 2020 and that they wished to bring the rent in line with its current value. In support of the asking rent they referred to a number of comparables including: a three bedroom detached house in the same street with ensuite and family bathroom

and off street parking at £1150 per month; a list of two and three bedroom bungalows at asking rents of £850 to £1100 per month; a second list of houses and bungalows on the market which supported the asking rents on the previous details; and an email from a local agent advising that the rental value of the subject property was between £950 and £1,000 per month.

The law

12. In accordance with the terms of section 14 Housing Act 1988 the Tribunal proceeded to determine the rent at which it considered that the subject property might reasonably be expected to be let on the open market by a willing landlord under an assured tenancy.
13. In so doing the Tribunal, as required by section 14(1), ignored the effect on the rental value of the property of any relevant tenant's improvements as defined in section 14(2) of that Act.

Valuation

14. In coming to its decision, I had regard to the evidence supplied by both the landlord and the tenant. The comparables were mainly superior in terms of modernisation to the subject premises and generally benefited from white goods, floor coverings and blinds or curtains.
15. I concluded that the rent at which the property might reasonably be expected to be let on the open market would be £950 per month. The open market assumes that the bungalow is in the condition usually found in open market lettings. However, without the tenant's improvements the bungalow would require updating: the kitchen and ensuite have both been updated by the tenant and the carpets, curtains and white goods are the tenants.
16. I have deducted £100 from the open market rent to reflect these matters together with the terms of the tenancy since the tenant has more onerous obligations in terms of being responsible for minor internal repairs and internal decorations than is the norm under an Assured Shorthold letting.

The decision

17. The rent of £850 per month will take effect from 5 February 2022 in accordance with the landlord's notice.

Chairman: Evelyn Flint

Dated: 22 March 2022

ANNEX - RIGHTS OF APPEAL

- i. 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.

- ii. 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.
- iii. 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.
- iv. 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.

Appendix Housing Act 1988

14 Determination of rent by rent assessment committee.

(1) Where, under subsection (4) (a) of section 13, a tenant refers to a rent assessment committee a notice under subsection (2) of that section, the committee shall determine the rent at which, subject to subsections (2) and (4) below, the committee 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—

(i) was carried out otherwise than in pursuance of an obligation to his immediate landlord, or

(ii) 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

(c) 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 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 of the dwelling-house concerned or are payable under separate agreements....

(7) Where a notice under section 13(2) above has been referred to the appropriate tribunal, then, unless the landlord and the tenant otherwise agree, the rent determined by the appropriate tribunal ... shall be the rent under the tenancy with effect from the beginning of the new period specified in the notice or, if it appears to the appropriate tribunal that that would cause undue hardship to the tenant, with effect from such later date (not being later than the date the rent is determined) as the appropriate tribunal may direct.

